

The Solicitors' Journal.

LONDON, AUGUST 29, 1863.

THE APPOINTMENT OF A SEPARATE JUDGE of the Court of Probate is still agitated. We have already given our reasons for dissenting from such a proposal, and we still adhere to them. One judge has hitherto been sufficient for the work of that Court, and also the Court of Divorce; and there is no reason to anticipate such an increase in the amount of the business of these courts as to justify so large an increase of expenditure as would be caused by the appointment of a second judge. This appears to be admitted by the advocates of the change. They say, however, that although Sir Cresswell Cresswell was able to get through his work, yet that, in fact, he was over-done, and that no ordinary man could have accomplished the task. But if the amount of labour may be judged by the number of days and hours which he sat in court, there is certainly no ground for this allegation. Sir Cresswell Cresswell was able to observe all the usual vacations, and, as a rule, did not commence sitting until eleven o'clock in the day; and although usually his paper was well filled with the names of causes, either in the Court of Probate or the Court of Divorce, or both, yet many of them involved merely interlocutory applications of an almost formal character, such as in the superior Courts of Common Law and Equity are usually heard at chambers. It is said, however, that the judge of the Probate Court would be very useful in assisting at the Judicial Committee of the Privy Council. The same might be said of any other judge; and a Probate judge, although in a few exceptional cases he might be peculiarly fitted for hearing appeals to the Privy Council, would not be as generally useful there as a common law or equity judge. If the members of the Judicial Committee are unable to get through their work, of course their number ought to be increased, but not, we think, by making a separate judge of Probate, who would confessedly have very insufficient employment in his own proper court.

THE UNION ASSESSMENT ACT, 1862, has given rise, as we anticipated at the time of its passing, to some difficulties. It has certainly failed in ensuring the equality and uniformity of rating which it was intended to effect. The actual rent of land has been generally taken as the basis of valuation, for the purpose of calculating the "net rateable value." This has been found to be productive of inequality as between the rating of large and small farms, while there has been a great diversity of practice in the allowance for repairs and insurance. It is a pity that these important items were not settled by the Legislature, or, at all events, that the Act of Parliament did not lay down some rules upon the subject. The assessment of corn rents has also stood in the way of the satisfactory operation of the statute; and an opinion has been taken, on behalf of the Buckinghamshire Union Committee, which may serve as a guide for other unions. The following is the case which has been submitted to Mr. A. J. Stephens for his opinion:—

UNION ASSESSMENTS ACT.

An Act (25 & 26 Vict. c. 103,) was passed last session to amend the Act 6 & 7 Will. 4, c. 96, passed for the purpose of establishing a uniform mode of rating for the relief of the poor.

A question has arisen as to the principle of valuation of corn rents in several parishes in a union in Bucks, where the parishes have assessed themselves on different principles under the following circumstances. (The rentals and corn rents are stated approximately).

By an Act, 34 Geo. 3 (1795), passed for the enclosure of the parish of Steeple Claydon, Bucks, "compensation to the vicar in lieu of tithes (pp. 13, 14) was provided by corn rents, to be payable half-yearly, free and clear of all manner of parochial and other taxes, except land-tax."

By an Act, 34 Geo. 3 (1794), passed for the enclosure of Akeley, Bucks, the corn rents provided for the vicar were (p. 11) similarly to be payable free and clear from all manner of parochial and other taxes, except land-tax. By an Act, 37 Geo. 3 (1797), passed for the enclosure of Thornborough, Bucks, the corn rents provided for the vicar were (p. 18) made "payable free and clear from all manner of parochial taxes whatsoever, and also from all other taxes now imposed, except the land-tax."

The net rental of Steeple Claydon is £6,000, of which £600 is the value of the corn rent paid the vicar. The parishioners have presented their new assessment to the Committee of Union Assessment, and have charged themselves upon a value of £6,000. They have first stated the net rateable value of each occupation, after deduction of the tithe rent-charge, and then added in each instance to the net rental of the land the sum paid by the occupier to the vicar as his corn rent.

The net rental of Akeley is £1,500, and the corn rents amount to £150. The net rental of Thornborough is £4,500, and the corn rents paid net to the vicar £450.

The parishes of Akeley and Thornborough have assessed themselves at £1,350 and £4,050 respectively, omitting, therefore, to assess themselves upon the value of the corn rents arising from the parish, but paid free of deduction to the vicar.

The question arising on these returns is—whether the parishioners of Steeple Claydon or those of Akeley and Thornborough acted rightly?

So far as the levy of a purely parochial rate is concerned, it is obviously immaterial whether Steeple Claydon levies a 3s. rate upon £6,000 (producing £900), or whether it levies a 3s. 4d. rate upon £5,400; but as the assessment is to be the measure of contribution to union, common and county funds, the exemption of these corn rents would diminish by 1-10th the relative contribution of the parish paying them.

Under these circumstances your opinion is requested:—

1. In what light these corn rents are to be regarded, and whether the value they represent is or is not liable to assessment?

2. At what amounts the parishes of Steeple Claydon, Akeley, and Thornborough should be assessed?

Upon this case Mr. Stephens has given the following opinion:—

The statute 25 & 26 Vict. c. 103, s. 15, declares that the gross estimated rental for the purpose of the schedule to that statute should be "the rents at which the hereditaments might be reasonably expected to let from year to year, free from all usual tenants' rates and taxes, and tithe commutation rent-charge, if any." The words "tithe commutation rent-charge" in such statute include all "commutation rent-charges" for tithes whatsoever, and consequently the corn rents reserved under all Enclosure Acts in lieu of tithes.

Tithe commutation rent-charges and corn rents, although allowed as deductions to the properties on which they are charged, are yet, as hereditaments forming part of the property in a parish, liable to assessment; but by the particular Enclosure Acts mentioned in this case, it was provided that "all tithes, and compositions in lieu of tithes, then payable, should cease and be for ever extinguished," and that the corn rents payable in lieu thereof "should be due and payable free and clear from all parochial and other taxes, except land-tax." I am of opinion:—

1. That such corn rents are not liable to the parochial assessment made in aid of the union, common and county funds, and that the tithe may be considered as extinguished in such wise that the land subject to the corn rent payable to the vicar is assessable for the purpose of the union at its full value as tithe free.

2. That Steeple Claydon is rightly assessed at £6,000, and that Akeley and Thornborough should be assessed at £1,500 and £4,500 respectively.

A. J. STEPHENS.

Mr. Hubbard, M.P., in a letter to the *Times*, remarks "that an opinion which, contrary to that of Dr. Stephens, would have assessed Steeple Claydon at £5,400, was apparently founded on an imperfect observation of the subject." It had been observed—

1. That "corn rents" were (by the Enclosure Acts) payable free of rates to the vicar.

2. That "corn rents" as a form of tithe commutation are (by the Union Assessment Act) to be allowed as a deduction to the occupier of the lands charged. But it had not been observed—

3. That tithes, under whatever form they assume, are here-

ditaments liable to assessment, and that if corn rents free from rate are given to the vicar in exchange for his assessable tithes, the tithe itself continues to be assessable in the possession of the parishioners.

Mr. Stephens regards the tithe as extinguished by the Enclosure Acts cited, agreeing herein with the decision delivered in 1824 in the case of *Chapfield v. Weston*, in which the judges, confirming the non-rateability of the vicar's corn rents, describe the land as "exonerated from tithe" by the Enclosure Act, and the tithes as "abolished" or "extinguished." Mr. Stephens's opinion is, that the extent of parochial liability to assessment is not altered by the Enclosure Acts.

THE NATIONAL ASSOCIATION FOR THE PROMOTION OF SOCIAL SCIENCE will hold its seventh annual meeting in Edinburgh, commencing on Wednesday, the 7th of October next, and concluding on Wednesday, the 14th of October, under the presidency of Lord Brongham. In the department of "Jurisprudence," of which Lord Curriehill is president, papers are invited on the following subjects:—

- I. The Principles of Jurisprudence and Legislation.
- II. Method of Legislation.

Minister of Justice—Codification, and how to regulate the Development and Authentication of Case Law—Revision and Consolidation of the Statute Law of Scotland antecedent to the Union—Judicial Statistics.

III. Administration of Justice.

Organization and Discipline of the Legal Profession—Scotch Action of Declarator: its Uses and Abuses—English and Scotch Law of Prescription and Limitation of Actions—Law of Evidence in Civil Cases—Law of Evidence in Criminal Cases—Jury Trial—Execution in one division of the kingdom of Judgments and Decrees pronounced in another—Public Prosecutors: Coroners' Inquests: Ought they to be introduced into Scotland?—Preliminary Investigation in Criminal Cases: Ought they to be Public or Private?—Appeal in Criminal Cases.

IV. Laws relating to Property.

The 17th Section of the Statute of Frauds—Transfer of Land—Succession to Property, and Restrictions on its Disposition.

V. Laws relating to Personal Rights.

Law of Marriage: Legitimation and Divorce—Law of Libel and Slander.

Mr. Montague H. Cookson, of the equity Bar, and Mr. Arthur Ryland, solicitor, Birmingham, are the general secretaries, and Professor Muirhead and Mr. J. Campbell Smith are the local secretaries of this department. In the department of "Trade and International Law," papers are invited upon the following, amongst other, subjects:—

- Limited Liability as applicable to Partnerships.
- Capture and Destruction of Private Property at Sea by Belligerents.
- Laws of Blockade and Contraband.

Professor Abdy and Mr. Andrew Edgar are the general secretaries, and Mr. George Harrison, Professor Lorimer, and Mr. Thomas S. Lindsay, are the local secretaries of this department.

The following "Regulations concerning Papers" have been issued:—

All communications concerning papers or other business of the meeting must be addressed to the General Secretary, 3, Waterloo-place, Pall Mall, London, S.W.

Every paper must be sent to the General Secretary on or before the 23rd of September next. On the first page of every paper must be written the subject, the name of the author, and his address.

The Council reserve the right of rejecting any paper which they consider inappropriate.

No paper must occupy in reading more than twenty minutes.

No paper already published can be read.

No paper, when read, can be published by the author (unless by permission of the Council) previous to the publication of the *Transactions* of the Association for 1863.

The Council may print any paper, either in whole or in part, or may exclude it from the *Transactions*, as they see fit.

THE WEST INDIAN INCUMBERED ESTATES COURT has not been called upon to make a Parliamentary return, but we have obtained from the office of the Commissioners, 8, Park-street, Westminster, a list of the estates in the West Indies as to which proceedings are now pending, before that Court. The acreage of the estates, so far as it appears, exceeds 40,000. The purchase-moneys of the estates sold within the last twelve months are £26,030, upon which there is a commission of one per cent., say £260, payable to Government towards the expenses of the Commission. Besides the commission, we believe there are some fees to be credited. The results show very favourably as contrasted with the very unsatisfactory return lately furnished by the Land Registry for England. Although the English scheme has not succeeded very well, the experiment of an Incumbered Estates Court, which certainly was a success in Ireland, has also succeeded in the West Indies. The working of a compulsory registry has never been tested; but a partial and voluntary registry is, and we think must always be, a failure. We understand that an address, signed by twenty of the most eminent City and West End firms, and headed by Messrs. Freshfields, the solicitors to the Bank of England, has been presented to the Treasury, requesting the immediate transfer of the West Indian Court to Lincoln's-inn, and we have no doubt that it will meet with the ready compliance it deserves. On such a point the interests of the profession and the public are identical. The following is the list of plantations and estates which form the subject of petitions pending in the Court of Commissioners for Sale of Incumbered Estates in the West Indies:—

Name of Estate.	Acreage.	Colony.	Date of Sale.	Purchase-money.
Barrowallie, or Kear-ton's	230	St. Vincent	June 23, 1863 ..	—
Worthy Park, or Ludias Cocoree	2,923	Jamaica	June 23, 1863 ..	8,200
Michelson	1,800	"	"	200
Hillside	622	"	"	200
Brazaleto	4,336	"	Dec. 22, 1863 ..	3,100
Chesterfield	1,080	"	"	800
Parker's, or Salt River Wharf	609	"	"	2,300
Bourke's Field and Cole's Pen	157	"	"	1,010
Belmont, or Dono-van's	201	Tortola, Vir-gin Islands }	—	—
Petit Bordell and Sharpe's	400	"	—	—
Mount Alexander	320	St. Vincent	—	—
Spur Tree	300	"	—	—
Mahogany Vale and Silver Spring	1,700	Jamaica	—	—
Round Hill	242	"	May 27, 1862 ..	400
Garbrand Hall and Mullets Hall	100	"	Feb. 10, 1863 ..	100
Mile Gully	6,800	"	—	—
Spitzbergen	2,033	"	—	—
Paradise	3,061	"	—	—
Smith's, or Piper's	988	"	—	—
Harman's Run	949	"	—	—
Mumbies	928	"	—	—
Blackwall	328	"	—	—
Mexico	10	"	Dec. 22, 1863 ..	150
Sally Hall	1,444	"	"	200
Santa Cruz Park	290	"	"	190
Drax Hall	287	"	April 14, 1863 ..	4,000
Mocho	2,388	"	"	100
Sunbury	951	"	"	100
Up Park Pen	1,130	"	June 23, 1863 ..	1,000
Swanswick	682	"	"	2,300
Parhill (two-third parts)	1,162	"	—	—
Greenwich Hill	336	St. Vincent	—	—
Haughton Tower	—	Jamaica	—	—
Waterloo	1,040	"	—	—
Orange Hill	610	St. Vincent	—	—
Park Hill (one-third part)	830	"	—	—
Farm	326	"	—	—
Scho	466	Jamaica	—	—
Woodstock Pen	307	"	—	—
—	1,800	"	—	—

MR. JUSTICE BYLES has appointed Tuesday and Friday for hearing summonses at the judges' chambers during the vacation.

COMPANIES' DEBENTURES.

The Select Committee appointed by the House of Lords to report on the legislative measures which may be desirable to restrain railway directors from exceeding their borrowing powers, finished their labours before the conclusion of the session, and they are now in the shape of a blue-book for general perusal. The appointment of the committee was suggested by the notorious West Hartlepool frauds, of which we gave an account when the Bill in aid of the defrauded bondholders was before Parliament. The questions propounded to the Committee were, as we have seen, not confined to that case, but were intended to be of general application—at least within the category of railway companies. We believe that the evil to be remedied is still more general, and that there are no good reasons why the same rules for the government of directors in exercising borrowing powers, and for the protection of bond or debenture creditors, should not be applicable to companies of every kind, without any distinction. It may be desirable, however, to make the first experiment of legislation in this direction within a limited area. At all events, this is more in accordance with the ordinary practice of our Legislature; and therefore the questions proposed to the Select Committee, and their answers thereto, are supported by precedent and usage. The report proposes that a statement shall be published by every railway company twice a-year in the *London Gazette*, showing its capital and borrowing power, together with a declaration that the power has not been exceeded. It also proposes that every bond or debenture should bear an endorsement by the proper officers of the company, certifying that it formed a legal part of the debt of the company. While we acknowledge the great service rendered by the careful investigations of the Committee, we cannot but regard these proposals as altogether unsatisfactory and inefficient. Several other proposals which were made by individuals are mentioned in the report. We take the following summary of them from a judicious article on the subject which appeared in Thursday's *Times*:—

Lord Redesdale suggested the appointment of a certain number of "loan directors," who should confine their attention to the issue and re-issue of debentures. The only objection to the plan is that the remedy is too extensive for the evil, and that the shareholders would probably object to the multiplication of officers, and to the consequent expense. The majority of witnesses preferred the establishment of a registration office at the Bank of England, where a check might be imposed on the issue of debentures beyond the borrowing power disclosed by the returns of the company. It was agreed on all hands that no public department ought to make itself responsible for the accuracy of the accounts, and that it would only be proper to provide against an excess which might be tested by the returns. It is, perhaps, more likely that a railway chairman would seal an invalid debenture than that he would sign a half-yearly statement of capital and debt which he knew to be false. If any margin is left between the more comprehensive fraud and the special irregularity, the intervening space may afford room for legislation. The debenture issued in March may be compared with the returns of January, and the machinery which would prevent a discrepancy seems to be within the reach of legislative ingenuity. A certificate of registration is in itself, like the endorsement of debentures, an idle reiteration, which adds nothing to the security of the title. There is no use in marking a stolen horse, or in indorring or registering an invalid debenture. The mischief is done when the original fraud is committed, and a competent functionary might prevent irregularity of issue, though he would be powerless against falsifications of accounts. Lord Powys proposed a distinctive stamp; but perhaps it would be more convenient that an adhesive stamp of a particular form should be attached to each debenture when it was issued; and the proper department might furnish the company with a number of stamps corresponding to its legitimate wants. The London and North-Western grants no debentures under £1,000. Many other companies subdivide their acknowledgments of debt into smaller amounts. If a halfpenny stamp were imposed for every £50 secured by debenture, a company having power to borrow £100,000 would provide itself with two thousand

stamps at an expense of £4 3s. 4d. As the debentures on an average run for four years, the entire cost would be about a pound a year, or a thousand pounds for the whole mass of railway debentures. As the office would supply fresh stamps only on production of those which had been cancelled, the bondholders would have a sufficient guarantee against an issue beyond the published borrowing power. For protection against deliberate fraud they must rely on the character of the companies and of their respective boards.

The committee was also instructed to report on the expenditure of the funds of companies for unauthorised purposes, but the subject was too extensive for the time allotted to the inquiry, and perhaps an impression prevailed that a certain discretion must be allowed to directors. There is at least no doubt that it has been largely exercised, for railway companies have bought land, built hotels, and sometimes even purchased steamboats without parliamentary powers. Many companies are largely indebted on the security of documents called "Lloyd's bonds," which have never been contemplated by any Act of Parliament. The truth is, that associated capitalists desire to enjoy the same freedom of action with individual traders in addition to the monopoly which they already possess. If it is not convenient to pay a contractor in ready money, they substitute a "Lloyd's bond" instead of a bill at six months; and when they are projecting a new line or station they find it cheaper to contract for the land through their agents, before they have given public notice of their intention. Their operations ought to be vigilantly watched; but Parliament in turn will do well to take into account the unforeseen emergencies of new and experimental undertakings. A rigid limitation of the power of directors may in some cases be necessary for public purposes, but it would by no means uniformly promote the interests of shareholders.

It appears to us that Lord Powys' scheme is the most simple and feasible of all that have yet been suggested; but before any satisfactory plan can be framed, the general principle must first be determined. The question is, assuming fraud or misarrangement on the part of the company in issuing bonds or debentures beyond their powers, whom does justice or public policy require to suffer as between the two innocent classes of shareholders and creditors? Practically, it must be almost impossible for any person who is willing to lend money to companies to ascertain whether, in fact, its borrowing powers have not been, or are not now being, exceeded. Even if each lender could by investigation satisfy himself that the powers are still in force, the expense of such separate investigation, or else a premium for abstaining from it, must in the result be borne and paid by the shareholders; so that, economically considered, the whole body of the shareholders of all these companies must, in one shape or other, suffer from a rule which throws upon individual lenders the burden and risk of investigation. But, apart from such considerations, there is the abstract question of justice and equity as between these two classes—and as to this it should not be forgotten that the directors are the agents of the shareholders, and not of lenders. It is true that the deed of settlement defines the directors' powers, and therefore, if the lenders have a reasonable opportunity of ascertaining that their loans are in excess of these powers, they ought not to be able to enforce them against the shareholders; but practically no such opportunity is afforded or possible to the lenders. Either the books of the company show or do not show that the powers have been exceeded. If they do, then the shareholders ought to know it, and ought not to be allowed to take advantage of a wrong state of things, for which they are responsible. If they do not, and if fair investigation would not disclose the fact of excess, then the case is reduced to one of mere fraud or misarrangement on the part of their own agents; and public policy requires that the loss should first fall upon those who made the selection of, and had the superintendence over, the actual wrongdoers. For these reasons, which it would be easy to develop at length, we cannot avoid the opinion that, as between the two classes of shareholders and creditors, the former should *prima facie* be liable for all moneys honestly lent to the company on the faith of its borrowing powers.

IS THE RIGHT TO FREEBENCH EXTINGUISHED BY THE ENFRANCHISEMENT OF COPYHOLDS?

Few lawyers will have much difficulty in saying that *generally speaking*, the above question must be answered in the affirmative. The right to freebench does not generally attach until the death of the copyholder; and copyhold customs commonly give the wife her portion only out of those copyholds of which her husband died seised. "Freebench, therefore, is in general no impediment to the free alienation by the husband of his copyhold lands without his wife's concurrence" (Williams on Real Property, 4th ed. 321).

But in several manors, freebench attaches upon all lands of which the husband was seised *at any time during the coverture*. How will enfranchisement affect the wife's right in such manors as these? The question is exceedingly curious and subtle; and, moreover, in these days of much enfranchisement, it has become a very important one. We are acquainted with a case in which this question was the point at issue. This case relates to the important manor of Cheltenham; and by discussing the details of that case we shall hope to be of practical use to our readers interested in property in that fashionable watering-place, and by this means also we may be able to get a firmer grasp on the general question.

According to the original custom of the manor of Cheltenham, a wife was entitled to freebench only in those lands of which her husband died seised; but she was entitled to dispose of the whole of such lands for her life and twelve years after, or if she married again her second husband had them. But in the first year of the reign of Charles I., the customs of this manor were materially altered by a private Act of Parliament, section 8 of which enacts "that the wives of all and every the copyholders of the said manors (*i.e.*, Cheltenham and the adjoining manor of Charlton Kings), and every of them, shall from henceforth have for *dower*, during their lives, the third part only of their husband's customary lands;" and then it goes on to direct how such third part shall be assigned by the homage.

This Act of Parliament, and especially the 8th section, came under the consideration of the Queen's Bench in the case of *Doe d. Riddell v. Gwinnett*, 1 Q. B. Rep. 682. In that case, John Riddell had, in his lifetime, been a copyholder in the manor of Cheltenham, but conveyed his copyholds in his lifetime. He died, leaving his widow, Jane Riddell, him surviving; and notwithstanding the conveyance by her husband, she claimed her "dower" out of the copyholds so conveyed, and the Court held that she was entitled to such dower. In delivering the judgment of the Court, Lord Denman, C. J., said, "This section (the 8th, above mentioned) in the enacting parts, has no words confining its operation to lands of copyholders *dying tenants*, or lands of which they died seised, but in the proviso for preservation of old rights it has, thereby making a marked distinction: and when it is considered that the widow's right was reduced from the whole for her life and twelve years after, to one-third for her life, the distinction can hardly have been unintentional." By this and other verbal criticisms of the Act, the Court arrived at the conclusion that in the manor of Cheltenham the widow of a copyholder is entitled to dower in all copyhold lands of which her husband has been seised *at any time during the coverture*, and this notwithstanding that the husband has done all that he can to convey the property away in his lifetime. Accordingly, since that case, the practice has become universal to join the wife in all surrenders by her husband of his copyholds—the concurrence of the wife being protected from marital control by her being separately examined by the steward. Thus we arrive at the conclusion that, as a general rule, a wife of a copyholder in the manor of Cheltenham cannot be deprived of her dower except by her legally authenticated con-

sent. This result, by other means, obtains in other manors, and the question before us is,—Does enfranchisement furnish an exception to this rule? or, in other words, Can the lord and his tenant, by a deed between themselves, convert the copyhold into freehold, so as thereby to affect the vested interest of the copyholder's wife, who is not a party to the deed? We think not.

Before producing the argument in favour of our own view, we will notice that which has been urged on the other side. It is said that freebench in copyholds is dependent on the tenure, and the tenure being gone—*i.e.*, converted into freehold—the freebench goes with it; that hereon the Cheltenham Manor Act is silent, and that, accordingly, there is nothing in this case, any more than in any other manor, to prevent the merger of the copyhold estate in that of the fee simple. Watkins also says (vol. 1, p. 450), "As the premises are absolutely severed from the manor, and the tenure changed into frank fee, all customs which attached to copyhold tenure within the manor of which they were before held, must of necessity have ceased with respect to them." And at p. 55, vol. 2, he says, "A custom attached to the tenure of the lands must be gone on the destruction of that tenure." And again, at p. 69, vol. 2, he says, "If an absolute *enfranchisement* or *extinguishment* take place in the lifetime of the husband, the widow can, of course, have no claim; as on such *enfranchisement* or *extinguishment* the premises must cease to be copyhold." As authorities for these propositions, Watkins refers to *Lashmere v. Avery*, Cro. Jac. 126; and *Dugworth v. Radford*, Com. Jo. 462. It has further been urged that the effect of enfranchisement deprives the widow of her remedy in the Lord's Court, and that this at least deprives her of her legal (as distinguished from her equitable) claim to freebench.

It must be admitted that the foregoing is a very solid argument. But to all these reasons (except the last) there is this large and general answer—the destruction of the copyhold tenure cannot affect rights incident to that tenure, which have been acquired by third persons for a valuable consideration. Marriage is a valuable consideration, and at common law a wife could not, by any civil transaction of her husband, be deprived of her dower. Copyholds are free from the effect of the recent Dower Act; and, therefore, in those manors where dower or freebench attaches immediately on the acquisition of a copyhold, the wife's claim is surely as indestructible as dower at the common law. She has given a valuable consideration for this right by changing her mode of life. Test it this way—suppose a copyholder, in exercise of a custom in the manor, were to grant a lease and afterwards take an enfranchisement, would the lessee's term be gone by the extinguishment of the tenure out of which that term had been granted? Surely not. And yet the lessee's term would, in such a case, be dependent on the tenure in as great a degree as a wife's right to dower or freebench, when her claim is of the kind under discussion.

Again, *Riddell v. Gwinnett* decides that a husband's conveyance of his copyholds will not deprive his wife of her claim when that claim arises in respect of all lands of which he was seised at any time during the coverture. And yet, *quod* the husband, the copyhold tenure has ceased to exist by the fact of his conveyance. His status at the period of his death can furnish no right to his wife. When the wife makes her claim, her husband's tenure is gone; and yet she can make her claim notwithstanding. And how can this be explained except on the broad general principle that, in those manors where this custom exists, the wife's claim to dower or freebench is wholly beyond the power of her husband, and that it will exist even where he has wholly denuded himself of the property, and, *a fortiori*, where he has only converted the property so as to hold the same by a different tenure?

Nor need we shrink from reconciling the passages quoted from Watkins with the arguments we have

advanced. The statements in Watkins, and the cases cited by him, have reference only to the general law of copyholds, by which a wife is only entitled to freebench out of lands of which her husband dies seised. These authorities are therefore inapplicable to the question we have discussed. Generally speaking, a wife's claim to freebench is dependent on the state of facts as they may be found to exist at the death of her husband, and consequently her claim is generally in the power of her husband; and if he takes an enfranchisement, he of course does not die seised of his copyhold, and consequently the wife is not entitled to freebench. But the converse of this reasoning would seem to show, very conclusively, that enfranchisement will not deprive the wife of her freebench, where that claim does not depend on the condition of things at her husband's death, but where it arises upon all copyholds of which her husband was seised at any time during the coverture.

The reasons we have hitherto advanced in favour of our own view are as applicable to all manors in which the special custom we have referred to exists, as they are to the manor of Cheltenham. But in aid of the argument in this particular manor, reference may be made to the peculiar words of the Act settling its customs. Firstly, it may be noticed that by sect. 8, already referred to, the wife's claim is called "dower." Can the use of this word be accidental, when the common word was "freebench?" Secondly, as noticed in the judgment of *Riddell v. Gwinnell*, the rights of wives in this manor were by the Act rendered less in extent, and therefore ought to be regarded as more secure in quality, than their old rights under the previous custom. Thirdly, by sect. 2, the descent in this manor was thenceforth directed to be "in fee simple according to the rules of common law;" with certain exceptions not touching the present question. And all this goes to show that in this manor, at least, a wife's claim to "dower" is as indestructible as her claim to dower in her husband's freeholds would have been at common law prior to the recent Dower Act. Why then should this claim be taken from her by enfranchisement? True, her husband would thereby acquire a freehold in which she might some day obtain a right to dower; but such a right would be less valuable than her former right, because it would now be within her husband's power to deprive her of it, whilst her former right would not be so in jeopardy.

As to the argument that enfranchisement deprives the widow of her remedy in the Lord's Court, *Riddell v. Gwinnell* seems a sufficient answer to that. In the judgment (p. 687) occurs this passage—"An objection was made that the third part is to be set forth by the homage; and it was asked how can the homage present the death of a person who did not die tenant? We see no objection to their presenting the death of any person, whether tenant or not, upon whose life any copyhold estate may depend, or by whose death any copyhold estate may be affected, or any new estate arise."

Upon the whole, then, it appears to us that in the manor of Cheltenham, and in other manors where a similar right exists, the mere enfranchisement between lord and tenant does not deprive the wife of her title to dower or freebench. If it be wished to take an enfranchisement free from the wife's claim, she ought either to surrender her interest to the lord, or it may be enough for her to join in the enfranchisement deed for the purpose of releasing her right. If the enfranchisement has been taken without the wife's concurrence, purchasers, mortgagees, and others taking a conveyance of the property, ought to require the concurrence of the wife if she be living. Of course any deed in which the wife may join will have to be acknowledged by her under the provisions of the Fines and Recoveries Act.

LEGAL COLLEGES IN ENGLAND.*

An elaborate account of our English institutions for the education of lawyers has recently appeared in a German legal periodical.† Although it contains little that is new to our readers, we have thought it would be interesting to them to know what a German lawyer has to say about them, and we propose, therefore, to give a translation of the article at length. It is as follows:—

Our German fatherland has long enjoyed with other nations the reputation of being a land of thought. German science is everywhere esteemed and acknowledged, and German education, so far as it has the mental equipment of man in view, takes a well-deserved place at her side as an equal and sister. In fact, there is scarcely any other country in which the preparation of youth for a profession is so well and so thoroughly provided for as in ours; for where is this object pursued with such variety and yet with such profound depth—where by such an united co-operation of the best energies of the people? But what is to be said of German science and education in general, may be said specially in relation to the science of law, and the learned professional education of young jurists. Together with our philosophy, it is our jurisprudence which, without vain-glory, exalts us; and we feel proud of our Eichhorn and our Savigny. In no country is the academical instruction in this profession so carefully supplied as in our faculties of law, and nowhere will the new disciple of Justinian leave the university on an average with such complete theoretical knowledge. But here, on the boundary line between theory and practice, between the learning youth and the working man, the leaf is turned over. In the further course of a juridical life, from the moment of entrance on business, it is unhappily to be described as less brilliant. The judicial rank is in Germany more numerous than anywhere else. The widely ruling principles of "collegiate" action; the heavy snail's pace of our manifold, yet unconquered, written proceedings; a natural propensity to solidity; and the various accessory business which is with us assigned to the judicial authorities—all these are circumstances which render a strong force of judicial functionaries necessary. The practical portion of a young man's education is usually directed under a prevailing idea of his probable future position as a judge. From the lecture-room he is called into an office, which in most cases continues his residence for life. Thence come those thousands of students in our courts of justice, who become associates in time, and enter late upon the office of master. It has been cynically, but not quite unsuitably, called a proletariat. Of those also who do not seek for office, but prefer the independent calling of a lawyer, a good share must nearly everywhere undergo that first, and, what is worse, they have it generally not in their power to follow their own inclination.

The utility of a practical system of instruction for beginners in the tribunals cannot be doubted. It appears, however, to be an evil that this education has become exclusive to the degree which it is with us, and that, notwithstanding the one-sidedness of its direction and aim, it is forced upon the individual. The legal profession in our country, in so far as it is contented with this arrangement, may be reproached with a certain narrow-mindedness. The fact of serving from the lower ranks upwards, creates an expectation of an assured provision later in the service of the State. Though this prospect may be neither near nor brilliant, yet it has the hearts of many, and is preferred to an independent course, which would throw the individual entirely on his own resources. This is often, from the outset, owing to a want of courage and of self-reliance—peculiarities which, however, are surely not awakened by the certainty of advancing gradually as a matter of course, without special effort. On the side of the State, also, an injustice is committed. It must decidedly be recognised as a right of the citizen of that State, after he has, not without a sacrifice, obtained a judicial education, and shown proofs of having done so, to earn his bread by means of this acquired knowledge. The possibility is, on the other hand, by no means universally offered in Germany. In most (German) countries, the State

* Die Genossenschaften der Anwälte in England. Von Herrn Dr. Julius Hopf, zu Gotha.

† Der Gerichtsmann. Zeitschrift für volksthümliches Recht und wissenschaftliche Praxis. Herausgegeben von Dr. Hugo Hälschner, Professor der Rechte zu Bonn; Dr. Anton Ritter von Hye-Glunck, Sectionschef im K. K. Justizministerium und öffentl. Professor an der Universität zu Wien; Dr. Karl Joseph Anton Mittermaier, Gremsberg, Badischen Geheimrath und Professor zu Heidelberg; und Dr. Friedrich Oskar Schwarm, Königl. Staats-General-Staatsanwalt zu Dresden. Fünftechter Jahrgang. Erstes Heft. Erlangen, 1863. Verlag von Ferdinand Enke.

thinks it has done enough when it gives the jurist who has finished his studies professional employment in its tribunals, and secured the prospect of future position. To this end, it places a guard at the door of the profession, and only admits a limited number. Such, however, as are without means, and need an immediate provision, can as little live upon mere work as upon a bare prospect. It is true that it is not everyone who offers himself that can be made a paid judge. The salaried offices must be numbered. The profession of advocate must, however, for that very reason, be thrown open. This appears to be a simple command of justice, quite apart from other considerations of utility, and the moral attraction which a free legal profession will always possess above one fettered by dependence.

The grounds which are commonly urged against such an arrangement arise, in a great part, from prejudice and imagination only. Anxiety has, indeed, been expressed, lest the public should be torn to pieces and devoured by the troop of advocates who would be let loose if the wise State were to withdraw its guardianship. That this is not the case, and that the public would, on the contrary, be better served by a free legal profession, the example of other countries ought to teach us, in which the legal profession is, in fact, placed on the broadest foundation. In France, as in England, the young man who has finished his studies is an advocate. It is left to his own efforts, and to them alone, to acquire clients by energy and industry. The tribunals there know neither assessors nor referendaries, but on one side only a body of subalterns who do not study, and are thereby shut out from all advancement; on the other, the judges, invested with the full dignity and enjoyment of their office. These, however, are appointed from the approved members of the legal profession. The fruits of this system bear the best testimony to its efficacy; and in this case, as in others, unconditional liberty appears to be the best regulator. What legal body in Germany has men like *Berryer*, *Jules Favre*, and *Andre*, to show at its head, of whom it can say, "I made these?" The matter stands thus: each one has the possibility of earning for himself, and this is his right. In order to rise, however, a young man must exert his brain, and seek to gain confidence; and that is as it should be. The whole body watches over the honour of the profession with a jealousy which no authority can equal in weight. For the State which has to appoint a judge, the able practice of a candidate as an advocate is the best examination. I believe, therefore, that in these things we might learn much from our neighbours beyond the Rhine and the North Sea.

With this idea, I wish, by a description of the peculiarly constructed colleges of law in England, to bring an addition to the knowledge of the profession of advocate, and of the system of judicial education in that country. I acknowledge myself to be by no means an unconditional admirer of those arrangements. They are defective in many points, which I shall bring forward as opportunity occurs, especially in the remarkably incomplete manner in which the theoretical education of the young man is provided for. But, in spite of this, I am of opinion that, from the spirit of the institutions as a whole, many good and fruitful thoughts may be extracted and made useful to ourselves. During a stay of many months in England I gave this subject my special attention. I do not, indeed, possess the necessary experience to pronounce a competent judgment, or to utter accusations generally, and must therefore confine myself to a simple description, leaving the rest to the more mature reader. Yet I hope the matter collected will accomplish so much as to give those who are not intimately acquainted with those institutions an outward sketch of them.

The subject divides itself best into four sections, with the following contents:—

- I. Introductory Historical Remarks—Separation of the Legal System and of Judicial Instruction in England—Rise of the Law Colleges.
- II. The Present Constitution of the Institutions.
- III. The Legal Instruction given in them.
- IV. Incidental View of certain Kindred Institutions.

(To be continued.)

EQUITY.

EQUITY TO A SETTLEMENT.

Wallace v. Auldjo, L. J., 11 W. R. 972.

The decision of the Lords Justices in this case, affirming as it does the decision of Vice-Chancellor Kindersley (see 11 W. R. 797), conclusively settles a question

of importance which has been long mooted, and sometimes touched by decision, but yet remained open until the present time. It is now settled law that, where a married woman files her bill to enforce her equity to a settlement, and dies before decree, the equity is extinguished, and does not enure for the benefit of her children. As, therefore, in this case, all benefit of the suit was lost by her death, and the bill thus became without foundation, it was dismissed with costs—although, probably, if the wife had lived, the suit would have been successful, and the children have reaped the benefit of it—virtually as if they had been co-plaintiffs. It is unnecessary to point out to solicitors the obvious importance of this decision, not only as regards the interests of children in such cases, but also as regards the risk attending the institution of suits of this kind, where the sole object is to enforce the equity to a settlement. Apart from the last-mentioned consideration, the case is of considerable interest as marking an epoch in a branch of law which is of comparatively modern origin, and although of a more than usually arbitrary and unscientific character, is nevertheless of considerable social interest and importance.

Although courts of equity do not differ from courts of law with regard to the general principle that marriage is a gift to the husband of all the personal property to which the wife is entitled in possession, and of all to which she may become entitled if reduced into possession during the coverture, yet they recognise in the wife an equity to a settlement for the benefit of herself and children out of her own fortune, which they will enforce against the husband out of any property belonging to the wife which happens to be in the possession or under the administration of the Court. The equity attaches somewhat in the way of a lien. The Court will not actively enforce it against the husband as to any property not within its own dominion. The original jurisdiction appears to have been founded on the maxim that he who seeks equity must do equity; and so a court of equity, although recognising the effect of the rule of law which gives the whole of the wife's personal property to her husband, yet refuses to afford its aid in any way to the husband in recovering his wife's property, and will not part with it to him unless upon the condition of his making a provision out of it for his wife and children. For a long period this doctrine was acted upon only in cases of mere personality; but a few years ago, Lord Cottenham, in *Sturgis v. Champneys*, extended it to the wife's equitable interests in real estate, and this decision has since been followed; so that now the wife's equity is held to include all the unsettled property to which she is entitled, though it may have vested in her before marriage. This equitable doctrine is, in truth, itself founded upon the legal conception of the marital status. If marriage is a gift to the husband of the wife's personal estate, and entitles him to receive her rents, so it also imposes upon him the legal obligation of maintaining his wife and her children; and it is, indeed, a defect of the common law that there are no modes by which the husband can be prevented from depriving himself of the means of fulfilling this obligation, although they may, in fact, have been supplied by the wife herself. Courts of equity have, therefore, drawn a distinction between cases in which the wife takes merely a life interest, and those in which she takes an absolute interest. In the former case it is impossible to make provision for the children, and therefore, unless there has been misconduct on the part of the husband, the Court will generally allow him the income of the fund. It being his duty to maintain the wife, he will not be deprived of the fund intended for her support unless a special equity arises from the husband's failure or misconduct in discharge of his duty. Wherever the wife takes an absolute interest no such special equity is necessary; but, on the other hand, the wife cannot claim a provision for herself alone, independently of her children, as in such

cases the Court always acts with a view to the benefit of her children as well as of herself. It is said that there is no instance of a case in which the wife had an absolute interest where she succeeded in obtaining a settlement upon herself, in exclusion of her children. The Court, in truth, professes to act just as a prudent parent would do in the preparation of a proper settlement, and therefore regards the children equally with the wife. It is no wonder, then, that the question should be raised whether such an equity survives to the children on the death of their mother, or that it should have been suggested that the children have an abstract right to their mother's property. There is no case, however in which the children were allowed to assert an independent equity, and it has always been considered that the right to the settlement was personal to the wife, and could only be asserted by or through her; and it was clearly settled in *Hodgens v. Hodgens*, 11 Bli. N. S. 104, that by waiving her right, even after a settlement under a decree had been approved, she might defeat the interests of her children. The question raised in the above-named case of *Wallace v. Auldjo* is, therefore, obviously one of no little difficulty. It had been previously decided that where a decree was made for a proper settlement for the wife and children, an actual settlement before the death of the wife was not necessary in order to give title to the children, who, it was considered, might enforce their claim by supplemental bill. In the above-named case the wife died before decree, but after she had by her bill claimed the equity on behalf of herself and children; and it is now settled that in such a case the children are not entitled to maintain the suit in their own right, and that the equity is extinguished, all the three equity judges—the Vice-Chancellor and the Lords Justices—being of opinion that the equity did not attach until a decree for a settlement had been made. We agree with a learned writer in the *Jurist*, in regretting that the Court did not lay down a different rule, so that the equity might attach at an earlier period. As the law now stands, a bill may be dismissed with costs as the result of a mere accident, although at the time when it was filed it was based upon good equity—which is clearly against another general principle of the Court. The defendant in such a suit may thus be enabled, by mere contrivance and delay, to defeat the unquestionable right of the plaintiffs; and the children and their advisers will be placed in circumstances of embarrassment and risk to which they ought not to be exposed, as it appears to us, unless for some stronger reasons than any that we have read in the judgments of the learned judges who decided this case.

BANKRUPTCY LAW.

REMOVAL OF ASSIGNEES FOR NEGLECT OF DUTY.—Where assignees are chosen at the instance of the bankrupt's solicitor, who has the sole control of the estate, and the bankrupt carries on business the same as before the bankruptcy, and the assignees neglect their duty and do not attend the sittings of the Court, the Court will remove them, and will order the costs of the creditors making the application to be paid out of the estate.—*Per Goulburn, Comm.*—*Re Henry Beesley*, 11 W. R. 878.

DISMISSAL OF PETITION FOR ADJUDICATION PRESENTED BY DEBTOR AGAINST HIMSELF.—The operation of the 199th section of the Bankruptcy Act, 1861, is not confined to the dismissing of petitions which may be presented adversely; the section applies generally to all petitions; and the proceedings may be dismissed after adjudication.—*Per Holroyd, Comm.*—*Re J. B. Clark*, 11 W. R. 878.

BANKRUPTCY COURT.

(Before Mr. Commissioner FANE.)

Aug. 26.—*In Re Williams*.—The bankrupt, who had been a builder in the Lewisham Road, applied for his release from custody. It appeared that the bankrupt was arrested on Tues-

day as he was leaving the court, having just previously obtained his protection until the 29th of October. He produced his protection paper to the officer of the Sheriff's Court, but the arrest was insisted upon, and the bankrupt was conveyed to prison.

Mr. Denny, for the bankrupt, contended that his client had been improperly arrested. He said that the Sheriff's Court had no jurisdiction to order the arrest of a debtor who had obtained the protection of this Court.

The Commissioner thought the order of protection should be upheld, and ordered the release accordingly.

The following are the results of the gaol delivery in the metropolitan district, made by Mr. Registrar Roche on Friday, the 21st inst. Since the abolition of the Queen's Prison there are only two debtor prisons in the metropolitan district—Horse-monger-lane Gaol and Whitecross-street Prison. In the former the number of prisoners confined for debt on the 21st was 20; of these 10 were included in the gaoler's return made on the 1st of the month, and of these three were adjudicated bankrupts and released; the others, either as bankrupts who had been remanded, or who had not been a sufficient time in prison, were not dealt with. At Whitecross-street the number of prisoners for debt confined on the 21st was 104, many of these being County Court commitments; the number returned by the gaoler on the 1st of the month as coming within the jurisdiction of the registrar was 26. Of these 14 were adjudicated bankrupt and released; the remainder were not dealt with, because the debtors had not been in prison sufficient time, or were about to make arrangements with their creditors. These details may lead to the inference that a system of friendly arrests as a preliminary to pauper bankruptcy is still very popular. Although the number of debtors in prison prior to October, 1861, was large, the number is not so materially diminished as might have been expected, there being a continual influx of new comers.

GENERAL CORRESPONDENCE.

Will NEMO send a copy of the book, or mention where it is to be had.

STATUS OF MANAGING CLERKS.

Those of your correspondents who have been in the habit of writing to your journal grievously complaining of the new rules relating to the preliminary examination, seem to have entirely forgotten the object for which that examination was established. I believe I am not far from the truth in stating that it was established in order to exclude from the profession all who are not gentlemen by birth and education. No one who has received the education of a gentleman need be in the least afraid of the preliminary examination; and I am quite sure that no one who has not received such an education has any right to complain because he is excluded from the ranks of the profession. There are many black sheep among us who are entirely wanting in that tact, refinement, and unflinching integrity which are absolutely necessary to enable a solicitor to discharge his duties honourably and satisfactorily.

Though there are doubtless many very honourable exceptions, I believe the majority of the black sheep would on inquiry turn out to have been "ten year" clerks to whom their employers had given their articles. I believe that not only the profession, but the public, owe a great debt of gratitude to those gentlemen who were instrumental in getting the preliminary examination set on foot, and I must express an earnest hope, shared by many others, that nothing will be done which can in any way weaken the good effect which it will have if it is conscientiously and rigorously enforced.

Aug. 24.

Your impressions of the 8th and 22nd inst. contained letters on this subject, and in p. 788 of the latter impression appeared the Annual Report of the Incorporated Law Society, showing the result of the late preliminary examinations. In August, 1862, twenty-two were postponed and seventy-four passed; in October, sixteen to ninety; in February, 1863, fifteen to eighty; and in May last, twenty-one to eighty-nine. The Council call this "a large proportion," but say it is evidence "of the want of such a system." I, however, should like to know how many candidates were managing clerks. Your readers are well versed in the subject through your excellent leading article, vol. 5, p. 392, and see also pp. 380, 396, and 424, and many other passages. It is sufficient to say that the matter rests with the clerks themselves; and they are a most powerful body if well organised. I am not a managing

clerk, and therefore can only wish them success, and tell them that many solicitors (some of them members of the Incorporated Law Society, who protested against the rules when contemplated) wish them the same.

Aug. 25.

X. Y. Z.

STAMP DUTIES.

To reply to the inquiry of "S. S." last week: The stamp required is, I think, only 10s., as the deeds of covenant named come clearly, I conceive, within the clause of the Act which says—"Any separate deed of covenant made on the sale," &c.; and the primary transaction which calls for these deeds (and but for which they would not have been given) is the sale from A. to D.

I have no hesitation in saying that the commissioners would affix the adjudication stamp on payment of the 10s. only, although, in my humble opinion, the case is too clear to require recourse being had to their adjudication.

While referring to this clause of "covenant" in the 13 & 14 Vict. c. 97, it may be well to add that it is one above all others, in modern Stamp Acts, fruitful of difficulties, and in applying which error is very often fallen into; having myself known of two cases recently where penalty had to be paid by reason of deeds being thought to come under this clause, but afterwards found to require higher duty. It is important to observe, that while the clause names many purposes for which the deed may operate, yet that it is restrictive to these specific purposes; and in particular, the deed must not, as a rule, contain words of "conveyance." One of the two deeds I have alluded to was a "deed of covenant" (only so called or indorsed) for the surrender of copyholds upon mortgage of the same (to secure £500). The deed, however, contained a "grant and release" of certain doubtful interests in some of the property, by the mortgagor, and was stamped 10s.; and upon the re-conveyance (indorsed) being taken to be stamped, the solicitor objected to the 10s. stamp on the ground that the words I have quoted constituted a "conveyance," and that consequently the deed should have been stamped 12s. 6d., coming under the head of "Mortgage," as a deed of further assurance and further security.

I have in a former letter (No. 16, p. 306) remarked, as other of your correspondents since have, that very many difficulties and inconsistencies would be removed (and those named in the present letter amongst them) if the "deed" stamp was reduced to 10s.

H. F. H.

London, August 24.

A NEW "DODGE."

In the *Western Times* newspaper of Friday, the 21st instant, is the following advertisement:—

LAW.—Persons objecting to disclose their business to a country attorney can have any legal questions answered in writing by an experienced London attorney, on sending statements of facts and fee in postage stamps, addressed Mr. Snell, 10, Symonds-lane, Chancery-lane, W.C., London.

As I do not find Mr. Snell's name in the *Law List*, perhaps some of your readers will kindly tell me who and what this Mr. Snell, who advertises cheap law, is. I am very sorry to see that "an experienced London attorney" should be so "stumped up" as to be obliged to advertise for business in this manner: it clearly shows that "the law is come to a pretty pass."

J. T. S.

Aug. 24.

APPOINTMENTS.

Mr. HENRY WATSON, of Aylesbury, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women, for the county of Bucks.

Mr. JOSEPH BLAND WALKER, of Belper, Derby, has been appointed a commissioner to administer oaths in the High Court of Chancery in England.

Mr. JOHN JESSE HANDLEY, of Mansfield, Notts, has been appointed a commissioner to administer oaths in the High Court of Chancery in England.

Mr. DAVID LLOYD, of Lampeter, Cardigan, has been appointed a commissioner to administer oaths in the High Court of Chancery in England.

A vacancy in the Court of Probate has been occasioned by the death of Mr. Henry Jones, principal clerk at seat No. 6.

PROVINCES.

ATHERTON.—A man named Peter Cleworth and thirteen others were on Monday last convicted at the Atherton petty sessions, and fined 5s. each and 6s. 6d. costs, for making hay on a Sunday. The case was attended with many circumstances which tend to make the conviction somewhat remarkable. It originally came on a month previously, and had been adjourned in order that the justices might have an opportunity of studying the ancient statutes on Sabbath-breaking. Having at length discovered an old Act of Charles II. bearing on the case, they proceeded to mulct the defendants in the amounts mentioned. Cleworth and his thirteen fellow-culprits refused to pay a farthing, on the ground that the decision was illegal. An offer was made to several of the defendants that if they paid the costs of the proceedings no conviction would be recorded against them. They, however, refused to avail themselves of the leniency of the Bench, and objected to pay anything. It is understood that distress warrants are to be issued against those defendants who are householders, and that others are to be placed in the stocks, in accordance with the provisions of the statute under which the conviction took place. A local paper says that the entire proceeding has created much indignation in Atherton, and that many people are of opinion that such decisions have a tendency to bring justices' justice into contempt.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

DONATION FOR CLERICAL PURPOSES.

The Civil Tribunal of the Seine has recently given judgment in an action brought by the Comtesse de Rosellini Gualandi and Baron de Maistre, as representatives of the late Princess de Bethune, against the temporal administration of the church of St. Thomas d'Aquin, to recover a sum of 120,000*fr.* advanced to the administration by their relative under the following circumstances:—Some time since the city of Paris offered to purchase a house worth 250,000*fr.*, for the residence of the curé, on condition that one-half of the amount should be paid by the temporal administration of the church in the course of ten years. The offer was accepted, and the Princess de Bethune, to enable the administration to fulfil the conditions, made a donation to the church of 120,000*fr.*, of which she was to receive the interest as long as she lived. On the decease of the Princess, her heirs demanded the return of the donation, on the ground that the administration could not legally accept it without first obtaining the authorisation of the Government, which had never been demanded. After hearing counsel for both parties, the Tribunal declared the donation null and void, owing to the absence of the authorisation required by law, and condemned the administration of the church to refund the amount, with interest from the time that notice of action was given.

FORGED BILLS OF EXCHANGE—LIABILITY OF ACCEPTOR.

The Imperial Court of Paris has recently given a judgment of considerable importance to the commercial world, as it decides that the acceptor of a bill of exchange is liable for its amount to any third party, although, on discovering the bill to be forged, he should protest against his own acceptance. The circumstances of the case were briefly as follows:—On the 2nd and 4th of January, 1862, Königswarter, Leiden Premsel, and Rothschild Brothers, all bankers in Paris, severally presented to Fould & Co. for acceptance three bills of exchange, amounting together to 18,000*fr.*, purporting to be drawn by M. Gunsburg, of St. Petersburg, on Fould & Co., to the order of a person named Raloff, and already endorsed by him, one to Riess and Ilzinger, another to Heymann, and the third to Herchfeld & Volf, all bankers at Berlin. On the 4th of January a letter was sent to M. Gunsburg announcing that his signature had been duly honoured, and on the 10th he informed Fould & Co. by telegraph that the bills were forgeries. Notice of the forgery was immediately given by MM. Fould to Königswarter and all parties concerned to prevent the bills from being negotiated. Riess & Ilzinger, nevertheless, negotiated the second bill of exchange remaining in their hands, and when Fould & Co. refused to pay it they reimbursed the holder, commenced proceedings against Fould & Co. to recover the amount, and obtained a judgment in their favour from the Paris Tribunal of Commerce, on the ground that a third party ought not to suffer from the negligence of the defendants, who should have ascer-

ained the genuineness of the bills before accepting them. Against this decision Fould & Co. appealed, but the Court confirmed it with costs.

SMYRNA.

REGISTRY OF BRITISH SUBJECTS ABROAD.

Much amusement was recently created by the railway contractor's agent at the Point being served with twenty-four summonses, issued in the name of the Queen, against as many persons, requiring them to show cause why they should not be fined forty shillings each for not registering themselves as British subjects, pursuant to the recent Order in Council. The summonses were accompanied by an order, directing that service of the summonses should be made by leaving them at the office of the contractor of the Ottoman, Smyrna, and Aidin Railway Company, and that such service should be good service. The ridiculous part of the affair is, that of the whole twenty-four persons, only one is in the contractor's service. That one has for a long time past been living up in the mountains, beyond the railway, and would have had to devote two days to coming to Smyrna, to pay his five-shilling registration fee. Of the remaining twenty-three, some are in this province, but not in the contractor's service; some are in England; and others are smouldering in Turkish graves. We presume that in the case of a deceased British subject, his grandmother, or other near female relative able to pay, will be ordered to pay the fee and the fine, or be committed to prison for forty days, in conformity with what is called in the County Courts "the rule in *My Aunt's Case*."

On Thursday, July 23rd, some poor English labourers appeared before Mr. Logie on registration summonses. One of them said he had been out of work and fever-stricken for many months; his wife and family were on the parish in England, he himself supported by a charitable society, and that he was unable to pay the fee. Mr. Logie said the case would be inquired into, and if it proved correct no fee would be demanded; but the person must register himself. Mr. Logie stated that it was most important to the British Government to know what British subjects were resident in Turkey, and therefore that everyone must register. It is no more than justice to Judge Logie to state that in the proceedings connected with the registration, which must have been attended with the most disagreeable annoyances to him, he has all along shown the utmost consideration and forbearance in carrying out the Order in Council.—*Smyrna Mail*.

REVIEWS.

History of England during the Reign of George the Third.
By JOHN GEORGE PHILLIMORE. Vol. I. Virtue Brothers & Co. 1863.

It is not surprising that the Reader on Constitutional Law and Legal History to the Inns of Court should become the author of a work on the most important period of English history. In the regular course of duty he could hardly help accumulating a considerable mass of materials, and (if he is in the habit of thinking at all) of forming decided opinions about some main historical questions. Neither is it wonderful that the fact of his being a lawyer by profession—and therefore, of necessity, conversant with the legal aspects of the various transactions and occurrences which he is called upon to notice—should have no little influence in the execution of such a work. Mr. Phillimore, as everybody knows, is not only a professional lawyer, but he belongs to a family distinguished in the annals of the profession, and has himself attained in it, if not a good position, at least honorary rank. These considerations are not unimportant in noticing the work before us, nor will they probably be without weight in the public estimate of the numerous extraordinary statements, and of the vehement invective against the law and lawyers, with which the volume abounds. It is, no doubt, true that he is equally bitter and slashing against the Church and clergymen, and indeed against everything and everybody that comes in his way; so that the work contains the antidote as well as the poison, so far as the lawyers are concerned, for whoever reads the whole of it. A writer who, with few exceptions, stigmatises the Bench of Bishops as "odious and contemptible," will perhaps not do much damage to the reputation of the Bench of Judges by attributing to them an "ingrained narrowness of caste," and numerous qualities of the same objectionable character; yet upon the principle that the statements against the profession of the law, being made by one of themselves may be taken as admissions

against the class, it is not unlikely that in time to come some of these may be cited as unquestionable evidence against English lawyers, while the charges against other classes of the community may fairly be treated as the highly-coloured and passionate invective of a reckless writer. It would be impossible for us, within our limits, to give anything like a complete account of this book; or to do more than notice some matters of more immediate interest to our readers. It commences with a "preliminary view," in which the English character is discussed in a manner that will surprise some of its eulogists, and that perhaps even its enemies will consider unfair. We are told that, "though generally and constitutionally stubborn, no people has ever surpassed them in the worship of money, by whomsoever acquired, or of rank, to whomsoever given. The statute-book shows too clearly that public spirit is not their characteristic; for in no free country have considerations of private interest so uniformly triumphed over the dearest interests of the commonwealth—such enormous abuses been allowed to continue so long unredressed, or at last, when reform became inevitable, in spite of the mischief they inflicted upon thousands and tens of thousands, touched with a more sparing and kindly parental hand. Accordingly, the virtues the English most appreciate are those of domestic life; the crime they most abhor is direct, informal oppression. To the inequalities and slights of social life—of which all classes among them are prodigal towards those whom, for whatever reason, they consider their inferiors, and which more sensitive races resent as wounds far more cruel than any material suffering—they are indifferent, not from philosophy, but want of perception. Their distinguishing moral defects are selfishness, respect for money, and its twin vice—indifference to merit for its own sake"—(p. 8). Parker, Whitgift, Bancroft, Aylmer, Laud, Wren, Neale, were "savage tyrants animated by avarice and ambition, parasites and plunderers, servile, rapacious, cruel, and insolent" (p. 28). James I. was an "impure and foul-mouthed pedant." Calvin's creed is "more immoral than any with which Paganism can be reproached," and a great deal more of the same kind.

The reader, who has already met with numberless passages of this kind in the introductory chapter, which gives a general sketch of English history up to the reign of George III., will not be surprised at the following passage, which we extract as a fair specimen of the kind of justice which this jurist deals out to his brethren:—

"But anyone who wishes to know only the worst and most ignoble features of the English character, the narrowness, the purblind adherence to forms of which the meaning is absolutely forgotten, the indifference to the welfare of others, the slovenly neglect of what is important, and the minute attention to what is meaningless, and, above all, the sordid respect for 'wealth' and abject deference to authority which are sometimes to be found among its baser elements, will find them unmixed, unredeemed, and stripped of all disguise—not trembling at themselves, but rampant and odious—in the biography of lawyers down to the time of which I am speaking, and in the history, so far as it has depended upon them, of the English law. In vain do we seek for one single scientific treatise connected with any subject of general jurisprudence, for one single work indicating enlarged views, among the works of English lawyers—for any writings to be compared, I do not say to the immortal works of Cujacius, Donellus, or Dumoulin, but for any above the level of the most mechanical and sordid pettifogger that ever drew from chicanery the means of prolonging his mischievous existence. The treatise of Bracton, written in the reign of Henry III., the work of a canonist and a civilian, is superior to any that from that time to the accession of George III. is to be found in the arid waste of English law. In vain do we look for a single attempt on the part of the judges to remedy evils which every day must have forced upon their notice. In vain do we listen for a single word to denote any sympathy with the public weal, any sense of the frightful sufferings which make the soul sick in their perusal, and to which so much of the crime that they were every day called upon to punish must of course be attributed. On the contrary, we find them vehemently and acrimoniously resisting every attempt to correct even the most shocking of these abuses, as far as in them lay, and joining the practitioners in the lower part of the profession to make the person who denounced them a mark for obloquy and persecution; and yet no lawyer of our day can deny that at the accession of George III. the English law presented a most revolting spectacle. No jurist can deny that its chicanery was endless, its rules absurd, and its punishments cruel and unavailing. If it were not so, how comes it to pass that in the last ten years it has undergone such material,

though far from sufficient, alterations? And if this be admitted, what is to be said of the moral character of those who for generation after generation saw these evils, not only without any attempt to alleviate them, but with a fixed resolution to support all that could increase their virulence?—careless, so long as their own fortunes were secured, what became of their contemporaries or posterity?—(pp. 68-66).

Having delivered himself of this general impeachment against English lawyers, Mr. Phillimore proceeds to enumerate "some of these blemishes," commencing with a general assurance to the reader that "no one who has not carefully studied the subject, and few who have not done so with professional accuracy, can form an idea of the evils it occasioned, of their baneful effects on the morals of the people, and especially as a just retribution on the character of those who followed it as a profession; and who obstinately, on all occasions, resisted, and treated as a crime, even the slightest attempt at its amelioration"—(p. 66).

The first "blemish" is the "falseness" of the law. "It rested upon falsehood. From the time when the judges transgressed their oaths, not from any philosophical view as to the progress of society, but to increase the power and income of the Crown, in Edward IV.'s time, by a stupid and clumsy fiction (which referred a person to the sweeper of the court for compensation for the loss of an estate), it had been one continued lie"—(pp. 66-67).

The evidence in proof of this alarming allegation consists of a catalogue of what are known as legal fictions of various kinds, in which, no doubt, English jurisprudence greatly abounded in former times. Mr. Phillimore, however, ought to know that even the Roman law, of which he professes himself to be a great admirer, was not without its supplement of fictions, which were so called in that system, and answered many of the same purposes as in our own. We may content ourselves on this point by referring to a very learned and able paper, by the late Mr. W. D. Lewis, on the Origin and Use of Legal Fictions, which is to be found among the published Transactions of the Juridical Society, and will supply our author with good reasons for reforming this portion of his work in a future edition; and yet the use of fictions is the only proof which Mr. Phillimore has adduced in support of the charge that English jurisprudence "rests upon falsehood." We cannot follow him through all the devious ways in which he seeks to gather proofs in support of his impeachment. Indeed, if we could do so, the task would be very unprofitable. He professes to entertain a profound contempt for our law of evidence, which, he says, "was contrived to exclude the truth." It is not surprising, therefore, that he entirely disregards its rules, and habitually substitutes the loosest allegations and wildest opinions for rational demonstration and ordinary proof. We shall add only one or two further examples:—The first object of the judges in that numerous class of cases which involve the construction of wills was (he says) to augment "the profits of all who belonged to the profession of the law." "Registration, a benefit so loudly called for, was confined to two counties, and till this year [1862] the interest of the attorneys has been employed successfully to prevent the diffusion of the benefit to the rest of England"—(p. 71).

We could go on adding to the number of such quotations, and showing either their intrinsic absurdity or the entire absence of proof in support of them; but it would be a bootless and a thankless task. The text is full of such passages, while there is not wanting a fringe of learned notes and quotations which serve more to embellish the work and to illustrate the character of the author's mind than to elucidate the main subject-matter. The entire composition is instinct with the egotism and self-sufficiency of the author. Every page of it betrays his overweening conceit of superiority over the rest of mankind, which seems scarcely warranted by anything that he has done. There is an indiscriminate vehemence rushing through the whole of it like a tornado, which would overturn and uproot not only the Law and the Church of England, but also almost everything else that is English. It is not likely, therefore, that the general public who read this work will be so unfair as to regard its statements touching English law as reliable. Yet we have thought it our duty to let the profession know what is being said of it, and to acquaint the public, as far as our voice can reach, with reasons why they should be slow to receive such testimony.

We feel bound, however, in justice to our author, to admit that he has shown a perfectly fearless spirit and an entire disregard of consequences in the manner in which he has executed his task. Whatever may be the demerits of the work, it cannot be denied that it is characterised by great manliness

and love of what the author conceives to be truth. It also exhibits very extensive and varied reading, and considerable power in handling the materials of history. While the style is sometimes rendered turbid by the tempestuous character of the writer, it is generally as lucid as it is forcible, and is not unfrequently felicitous. Mr. Phillimore is evidently a good classical scholar, with a natural aptitude for expression, so that his composition is always pleasant to read. There is, perhaps, rather too great an abundance of adjectives and adverbs, and there is certainly throughout a want of repose for a work of art. Nature gives us a fraction of shadow with her broadest sunlight, and intervals of rest in her greatest turmoil; but Mr. Phillimore delights in unmitigated glare and continuous explosion. It is possible, however, that he may have "let off the steam" in the first volume, and that in the succeeding ones we may reap some benefit from the reduction of his superabundant vigour. So far, the impression made upon us is that Mr. Phillimore is a highly accomplished gentleman and a good scholar, who has, nevertheless, far too great an opinion of himself, and who might be more useful and agreeable if he were not quite so "fearless."

A Concise Treatise on the Construction of Wills. By FRANCIS VAUGHAN HAWKINS, M.A., of Lincoln's Inn, Barrister-at-Law, Fellow of Trinity College, Cambridge. London: Maxwell. Dublin: Hodges, Smith, & Co. 1863.

Mr. Hawkins appears to consider our testamentary code as consisting of three great branches—rules of law, rules of construction, and rules of administration. The first of these classes of rules, as he expresses it (Preface, p. 4), "acts independently of intention, and applies to dispositions of property in whatever form of words expressed." Of this description are the rule in Shelley's case, the rules relating to perpetuity, &c. But rules of construction, our author thinks, are so intimately connected with a regard to intention, that they are virtually inductions founded upon past experience of the sense in which certain words and phrases have been, as a general rule, used by testators, and which consequently will be presumed by the courts to be employed in every future particular case with a like design, provided there be no declared intention to the contrary. Such appears to be Mr. Hawkins' conception of the nature of a rule of construction. Rules of administration differ in his opinion from rules of construction, inasmuch as the former are applied only in the absence of intention. Of rules of administration he adduces as an instance Locke King's Act, and adds, this is "a point perhaps not immaterial with reference to recent arguments respecting it." Mr. Hawkins in this passage appears to refer to the point decided in *Eno v. Tatham*, 11 W. R. 475. This case shows that Locke King's Act is to be construed without any close reference to the previously existing doctrine of presumptions applicable to questions of exoneration. Mr. Hawkins' division of the law of testamentary construction appears to be altogether arbitrary and even illogical. Both Locke King's Act and the rule in Shelley's case are as much rules of construction as is the doctrine in *Bullock v. Downes*, 9 H. of L. C. 1, which Mr. Hawkins quotes as the latest case in which a fresh rule of testamentary construction was added to the previously existing number. In short, rules of law operate only as rules of construction as regards wills. Take, for instance, the rule in Shelley's case. Fearne has devoted no inconsiderable portion of his elaborate treatise to the discussion of the value which should be attached by the Court to an express intention on the part of a testator not to apply the rule, after having used the technical words importing its application. So jealously does our law cherish its ancient regard to leave the dispositions of a testator unfettered by the rules of construction applicable to deeds, that even the statutory rules of construction introduced by the 1 Vict. c. 26, and by Locke King's Act, operate only in the absence of a contrary intention. We altogether, therefore, fail to perceive in what respect a rule of law differs from a rule of construction as regards the interpretation of wills.

The best remedy, we think, for the numerous difficulties connected with the interpretation of wills, is to be found in the abolition of the paternal solicitude which testators have hitherto so largely received at the hands of our judges. Let every limitation that would be void if it were contained in a deed, be void likewise in a will—let wills and deeds be subjected in every respect to the same rules of construction—and the result will be that future testators will take care to express their intentions with sufficient accuracy. In fact, rules of construction are a sort of compromise with, or rather

protest against, the latitude at present allowed to testators. The advantages resulting from the adoption of these rules by our courts, however, are limited, and inadequate to the mischief they were intended to remedy; for "upon wide and general questions, where the whole frame and language of the will bears on the construction, no general rules can usefully be laid down." The effects of the motley genesis of these rules is thus detailed by Mr. Hawkins:—"A certain want of congruity is, perhaps, unavoidable in a system of construction elaborated by a succession of judges, some inclining rather to the grammatical or literal, others to the logical or inferential, interpretation of testamentary instruments. Every rule of construction settles a disputed or disputable point, on which different minds would entertain different opinions: and it generally happens that in some parts of the subject the one view has prevailed, and in others the opposite. If a rule is pushed too far, a reaction sets in, and the balance is inconveniently and unduly shifted." Most of the rules of testamentary construction will be found, we think, merely to consist of bare enumerations of adjudged points, and not to comprise any principle of a general nature that could be usefully applied to circumstances in the least different from those which led to their first establishment. This is shown by the numerous minute exceptions of which each rule admits. Surely it is time to apply some more certain test for investigating the legal effect which is to be given to a will. This could, perhaps, be accomplished by making the existing rules of construction rules of law, or at least by subjecting wills to the existing law at present applicable to documents *inter vivos*. The fact is, that there are no rules of testamentary law which a testator must of necessity obey. He may use what language he pleases; the Court will spell out a meaning for him; and the rules of construction are fetters which the Court imposes on its own discretion, not on that of the testator's. As to rules of law as such we may repeat that they have not (although the language used by Mr. Hawkins would seem to imply the contrary) any operation in respect of wills, except as rules of construction.

Although Mr. Hawkins has regarded the subject-matter of his treatise from a peculiar, not to say inapt and erroneous, point of view, nevertheless, his treatment of it is able, exhaustive, and elaborate. His treatise comprises all the rules of construction that are either in themselves important or have been settled only after much discussion. The work is consequently not a mere equity index, but contains a didactic exposition of a most important and difficult branch of law. We regret, indeed, that he has confined himself to rules of construction, and has not treated of rules of law and rules of administration, which, as we have shown, are, as respects dispositions by will, as flexible as those canons of interpretation upon which alone Mr. Hawkins has commented. The last edition of "Jarman on Wills," indeed, has so exhausted every branch of testamentary law, that the profession do not stand in need of much further light in this respect. The work before us, however, is so cheap, and arranged in so compendious a way, that we think another edition might advantageously comprise the extended range of inquiry taken by Jarman.

The method pursued by Mr. Hawkins is, first to state a rule of construction, and then elucidate it by quotations from the cases by which it was finally established. The introduction comprises the more leading canons of testamentary construction, such as apply to the whole document, and are not founded, like "rules of construction," upon a testator's use of particular words or phrases. The remainder of the treatise is devoted to an exposition of the rules of testamentary construction, and consequently corresponds to the 51st chapter of Jarman. The number of rules given by the latter author, however, is only twenty-four, while Mr. Hawkins has given 117. The chapter of Jarman referred to consists of only eight pages, while the work before us contains 348 pages octavo. The points treated of by Mr. Jarman in his last chapter, indeed, are likewise more fully discussed throughout the entire of that work. The not inappropriate *juxta-position*, however, of so many rules in a single chapter shows that the entire subject of rules of testamentary construction admits of a philosophic consecutive treatment, which should consequently be pursued when it does not conflict with the more general designs of an author. Mr. Hawkins first gives the rule or theorem, and then the cases supporting it. For instance, he observes (p. 296)—

"Rule.—A charge of legacies on the real estate, or all the real estate, of the testator does not *prima facie* charge lands specifically devised; *Spong v. Spong*, 3 Bligh, N. S. 94; *Conron v. Conron*, 7 H. of L. C. 168." He then gives quotations from these cases, and then the "Exception.—But it has been held that if the

testator charges his real estate with debts and legacies, inasmuch as the debts are a charge on lands specifically devised, the rule does not apply, and the legacies as well as the debts are a charge on specific devises (*Muskill v. Farrington*, 11 W. R. 127)."

The specimen we have given may show to the reader how very refined some of our rules of testamentary construction are, and how the law, in allowing testators a release from its own strict rules, has by no means protected them against ineffectual limitations. The arrangement of the chapters is open to criticism. The first relates to "Descriptions of Property—to what period referable." The next relates to "Devises and bequests in execution of powers." The third treats of the meaning of the word "Lands"—not so scanty a subject as may on first consideration appear. Next follows a disquisition on residuary bequests and devises. This is succeeded by a chapter upon "Words descriptive of property," which, perhaps, should have followed the disquisition on the meaning of the term "Lands." Chapter 6 treats of "objects of gift generally," and the next three chapters relate to the meaning of the words "children, heirs," &c. A chapter on "Predatory trusts" is then interposed between the chapters on Children and chapter 15, which treats of the meaning of the words "heirs, heirs male," &c.—a subject which ought to have been discussed in connexion with Chapter 13. The very difficult and oft-recurring question of estates tail by will is next disposed of. Next follow chapters on "Dying without issue," "Vesting," "Substitution," "Survivorship," "Charges," "Liability to debts," and a concluding chapter on "Legacies." There is likewise a concise Appendix containing a few points of interest.

Although our author has professed only to treat of "rules of construction," yet it has resulted from his very complete and careful discussion of these rules that he has likewise discussed most of the difficult rules of law and of administration incidental to our testamentary code. A search in the work before us for an answer to a difficult question respecting the rule in *Shelley's case*, or the exoneration of a mortgaged estate, will be sure to be found satisfactory. We do not, indeed, altogether approve of the mathematical form of the work. General rules abstractly stated are seldom of use to the practitioner. They are mainly of use in serving as key-notes to the exceptions grafted upon them—a purpose which they only partially subserve when given, as in the treatise before us, in a fragmentary shape. Waiving these defects of form, however, this work is substantially what it professes to be—a concise treatise on the construction of wills. We have not observed in it any errors or omissions, and have no doubt that it will be found to be a useful guide on all difficult questions of testamentary construction. It also contains an excellent Index.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY.

(Concluded from p. 789.)

USAGES OF THE PROFESSION.

Since the last annual meeting, the Council have given their opinion on several points submitted for their consideration—viz., clause in a lease for cesser of rent in case of fire; costs on completion of an agreement for a separation of husband and wife; as to purchaser of the larger portion of an estate furnishing the vendor with duplicate conveyance to produce deeds on a separate deed of covenant; sheriff's poundage; preparation of leases; division of costs between lessor and lessee, under an agreement; costs of lease and counterpart; costs of service of process in Australia.

MALPRACTICE CASES.

It is much to be regretted that there has been little, if any diminution in the number of complaints made against members of the profession for misconduct.

In some instances where it was competent and proper for the parties themselves to proceed against the person complained of, to obtain redress, the Council have not thought it necessary to interfere; but in other cases, where the complaint itself has been such as would more properly be followed up by a body standing in the position of this society, the Council have not hesitated to act. Among these latter cases the following may be mentioned:—

In one case, after a very lengthened inquiry before the master, the Court directed an attachment to issue against an unqualified person for wrongfully practising in the name of an

attorney, without his authority. The attachment was duly executed.

In a similar case, an attachment was issued and executed against an unqualified person, on the application of the society; and the offence being of a less flagrant character, the society, after the infliction of about three months' imprisonment on the offender, did not think it right to oppose his release.

Three attorneys have, during the past year, been struck off the roll for misconduct, at the instance of the society; and another attorney having been struck off the roll of one of the courts, the Council applied to have his name removed from the rolls of all the other courts. The application has been granted.

The Council are now engaged in a reference before one of the masters of the court, in opposing the application of this person to have his name restored to the rolls.

AFFAIRS OF THE SOCIETY.

The receipts and payments during the year 1862, and the debts and assets of the society, appear in the auditors' report, which has been placed in the secretary's office, in pursuance of the bye-laws, for the inspection of the members, since the 15th of April last.

In accordance with the 23 & 24 Vict. c. 127, the Council have submitted to the judges an account of all money received by the society, as registrar of attorneys and solicitors, between the 15th of November, 1861, and the 16th of November, 1862, in respect of fees for the annual registration of attorneys and solicitors, and of the application of the same.

The following gentlemen have kindly presented donations of books to the library during the past year:—W. G. T. Barter, Esq., James J. Chalk, Esq., Charles Cowper, Esq., E. W. Field, Esq., W. Ford, Esq., F. J. Feller, Esq., J. B. Marsden, Esq., F. M. Nichols, Esq., Sir Thomas Phillips, Bart., A. R. Steele, Esq., T. Tapping, Esq., E. M. Underdown, Esq., and Edward Walmisley, Esq.

Various private Acts of Parliament passed in the last session have also been contributed to the society.

The Council have also been favoured with prints of the several legislative enactments passed in India and the colonies, in continuation of those already in the library.

The purchase of legal works during the past year has embraced almost every desirable volume, and these, added to the contributions already adverted to, have increased the collection by 464 volumes, making in the whole 18,041.

The number of articled clerks who have studied in the library since the last meeting is 238.

The several courses of lectures which have been delivered in the hall of the society have been attended by several of the members, and by 223 subscribers.

During the past year 113 members have been elected, and, after deducting the death and retirement of other members, the number is now 1,443 in London, and 505 in the country, making together 1,948.

The Council have deeply to regret the decease of their valued colleague, Mr. Henry Lake. During the time that Mr. Lake has been on the Council, it has been felt by every member of it that his services and assistance, both in the Council and to the profession at large, were such as it would be difficult to over-estimate. His intimate and thorough acquaintance with the law, and with all matters connected with the profession, was combined with an energy and assiduity most advantageously addressed to every subject that came before the Council; and the warmth of his heart, his disinterested self-devotion to others, and his unflinching urbanity, while they were sources of gratification to all who had to act with him, gave increased utility to the exercise of his extensive talents.

The Council have also to regret the loss of their much-esteemed colleagues, Mr. William Stephens and Mr. Edward White, whose state of health has compelled them to retire from the Council.

The Council have again to advert to the lamented decease of their late secretary, Mr. Robert Maugham. In order to mark the high sense which the Council entertained of the value of the services rendered to the society by Mr. Maugham, from its formation in the year 1825, and throughout the long period of thirty-seven years during which he filled the office of secretary, the Council resolved that a pension of £200 per annum should be granted to Mrs. Maugham for her life, out of the funds of the society.

The Council did not hesitate to take this step in the full confidence that the unanimous feeling of the members of the society would accord with that of the Council, in rendering this just tribute of respect to the memory of their late secre-

tary. It was, however, at the same time resolved that the resolution should be submitted for the approval of the members of the society at the next general meeting.

The Council, therefore, have thought it right that special reference should be made to this subject in their report.

On the death of Mr. Robert Maugham, the duties appertaining to his office devolved on the assistant-secretary, who continued to act in the capacity of secretary to the society until January last, when the Council, having in the meantime given the subject their fullest consideration, appointed Mr. E. W. Williamson to the vacant office. The Council did not think it desirable or necessary to keep up the office of assistant-secretary.

At the last annual general meeting, the Council were, by a resolution of the members, authorised and requested, in their discretion, to repeat the conversations held in the library and hall of the society in July last year.

At the commencement of the season the Council gave the resolution full consideration, and, adverting to the very heavy expense incurred on the first occasion, determined that it would not be desirable to repeat the entertainment annually. The preparations involved a very great pressure on the Council, the officers, and the servants of the society, and it would be a matter of extreme difficulty to bring together annually such a collection as the society was enabled to exhibit last year. Although it cannot be doubted that the experience gained on the last occasion would enable the Council to limit the expenses, yet they must of necessity be considerable, and the Council do not think that the means at the disposal of the society would justify the expenditure as an annual charge. Special circumstances may arise which would render a social meeting from time to time desirable, and the Council would not hesitate to avail themselves of any such occasion, being fully sensible of the advantage of bringing the members of the society together in friendly intercourse.

PUBLIC COMPANIES.

MEETINGS.

CANNOCK MINERAL RAILWAY.

At the half-yearly meeting of this company, held on the 26th inst., a dividend at the rate of £3 per cent. per annum was declared for the past half-year.

GENERAL STEAM NAVIGATION COMPANY.

At the half-yearly meeting of this company, held on the 25th inst., a dividend of 14s. 7½d. share, or at the rate of £10 per cent. per annum, was declared for the past half-year.

GREAT NORTHERN RAILWAY.

At the half-yearly meeting of this company, held on the 22nd inst., the following dividends were declared for the past half-year—viz., at the rate of £5 per cent. per annum upon the Perpetual Preference Stock of the company; at the rate of £5 per cent. per annum upon the Five per Cent. Preference Stock of the company, redeemable at a premium of £10 per cent.; at the rate of £4 10s. per cent. per annum upon the Four-and-a-Half per Cent. Preference Stock of the company, redeemable at a premium of £10 per cent.; at the rate of £5 per cent. per annum upon the £5 per Cent. Preference Stock of the company, redeemable at a premium of £5 per cent.; at the rate of 4½ per cent. per annum upon the Perpetual Preference Stock of the company; at the rate of £1 per cent. per annum upon the Preference Stock (Hertford Railway Purchase); at the rate of £4 per cent. per annum upon the Preference Stock (Luton Railway Purchase); at the rate of £4 per cent. per annum upon the £4 per Cent. Hertford and Luton Preference Stock; at the rate of £5 per cent. per annum upon the £5 per Cent. Luton Preference Stock; at the rate of £4 5s. per cent. per annum on the original undivided stock of the company, being for the half-year £2 2s. 6d. per cent.; at the rate of £3 per cent. for the half-year on the 'B' Stock of the company towards £6 per cent. for the year; at the rate of £1 5s. per cent. for the half-year on the 'A' Stock, being the balance after payment of £3 per cent. to the 'B' Stock.

LONDON AND NORTH-WESTERN RAILWAY.

At the adjourned half-yearly meeting of this company, held on the 21st inst., a dividend of £3 2s. 6d. per cent. on the Consolidated Stock of the company was declared for the past half-year.

MARYPORT AND CARLISLE RAILWAY.

At the half-yearly meeting of this company, held on the

19th inst., the following dividends were declared for the past half-year:—£2 on each original £50 share; 10s. on each original £12 10s. share, and at the same rate on the deposits paid on the new shares (1862); 10s. on each preference 4 per cent. share; 10s. on each preference 4½ per cent. share; 6s. 3d. on each preference 5 per cent. share.

METROPOLITAN RAILWAY.

At the half-yearly meeting of this company, held on the 26th inst., a dividend at the rate of £5 per cent. per annum was declared for the past half-year.

NORTH AND SOUTH-WESTERN JUNCTION RAILWAY.

At the half-yearly meeting of this company, held on the 24th inst., a dividend at the rate of £5 per cent. per annum was declared for the past half-year.

NORTH-WESTERN RAILWAY.

At the half-yearly meeting of this company, held on the 24th inst., a dividend at the rate of £3 per cent. per annum was declared for the past half-year.

SEVERN VALLEY RAILWAY.

At the half-yearly meeting of this company, held on the 26th inst., dividends at the rate of 4½ per cent. per annum on the preference shares, and at the rate of £3 per cent. per annum on the ordinary shares, were declared for the past half-year.

SOUTHAMPTON DOCK COMPANY.

At the half-yearly meeting of this company, held on the 26th inst., a dividend on the ordinary shares of £2 per cent., being at the rate of £4 per cent. per annum, was declared for the past half-year.

SOUTH DEVON RAILWAY.

At the half-yearly meeting of this company, held on the 25th inst., a dividend of 18s. was declared for the past half-year.

SOUTH STAFFORDSHIRE RAILWAY.

At the half-yearly meeting of this company, held on the 26th inst., a dividend at the rate of 4½ per cent. per annum was declared for the past half-year.

STAINES, WOKINGHAM, AND WOKING RAILWAY.

At the half-yearly meeting of this company, held on the 26th inst., dividends at the rate of £5 per cent. per annum on the preference shares and £2 per cent. per annum on the ordinary shares, were declared for the past half-year.

SUBMARINE TELEGRAPH COMPANY.

At the half-yearly meeting of this company, held on the 25th inst., a dividend at the rate of £4 per cent. per annum was declared for the past half-year.

TAFF VALE RAILWAY.

At the half-yearly meeting of this company, held on the 25th inst., a dividend at the rate of £9 per cent. per annum was declared for the past half-year.

VALE OF NEATH RAILWAY.

At the half-yearly meeting of this company, held on the 20th inst., a dividend at the rate of 3½ per cent. per annum was declared for the past half-year.

PROJECTED COMPANIES.

THE AGRICULTURAL HOTEL COMPANY (LIMITED).

Capital, £100,000, in 10,000 shares of £10 each.

Solicitors—Messrs. Kingsford & Dormann, Essex-street, Strand.

This company has been formed for the purpose of erecting in the most central part of the metropolis a building which shall offer to country gentlemen and others engaged in agricultural pursuits all the advantages of a first-class hotel, and also to provide accommodation now required by the (central) Farmers' Club. This club already consists of nearly 600 members.

The Agricultural Hotel will afford every facility for the holding of public meetings, the transaction of business, and be, in fact, a point of union for that important class of the community for whose use it is chiefly intended.

A site in Salisbury-square, including Rider's Hotel and the adjoining houses, has been secured.

Some serious difficulties have arisen with regard to the appointment of the Right Rev. Walter J. Trower, D.D., to the Bishopric of Gibraltar, and an opinion adverse to his nomination has been obtained from Sir Hugh Cairns, Q.C., by a

considerable body of churchmen, who are opposed to Bishop Trower's theological and ecclesiastical views. Dr. Trower was nominated to the vacant bishopric two months since, but no *Gazette* announcement of it has yet appeared. Sir Hugh Cairns, Q.C., and Mr. A. J. Stephens had submitted to them a question, whether, having regard to the law as to the consecration of bishops, and to the patent creating the see of Gibraltar, the consecration of Dr. Trower by the bishops of the Scottish Episcopal Church, made without the permission or mandate of the Crown, will be sufficient to constitute him a bishop lawfully competent to discharge the spiritual functions of a colonial bishop of the United Church of England and Ireland. The following opinion has been returned by the two learned gentlemen:—"We are of opinion that under the letters patent creating the Bishopric of Gibraltar, as under all letters patent which the Crown has been in the habit of issuing for the erection of colonial sees, the persons appointed by the Crown must be also canonically ordained and consecrated thereto by the Archbishop of Canterbury, according to the form and usage of the United Church of England and Ireland; and that inasmuch as Dr. Trower, being already a bishop of the Scottish Episcopal Church, cannot comply with these conditions, he would not, if appointed to the office of Bishop of Gibraltar, be competent to discharge the spiritual functions of a bishop of the United Church of England and Ireland in that see." The Duke of Newcastle, who, as Colonial Secretary, has the nomination to the bishopric of Gibraltar, has forwarded this opinion to the law officers of the Crown, and it is at present under their consideration.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BEATTY—On Aug. 25, at Farnham, Surrey, the wife of W. H. R. Beatty, Esq., Solicitor, of a son.
BOWLBY—On Aug. 17, at Ryde, the wife of Edward Salvin Bowlby, Esq., Barrister-at-Law, of a son.
GIBBONS—On Aug. 15, at Kensington, the wife of Henry Frederick Gibbons, Esq., Barrister-at-Law, of a daughter.
ORMOND—On Aug. 17, the wife of Edward Ormond, Esq., Solicitor, Wantage, Berks, of a son.
STEPHENS—On Aug. 16, at Neully-sur-Seine, near Paris, the wife of Benjamin Stephens, Esq., Barrister-at-Law, of a son.

MARRIAGES.

BOGER—BOSWORTH—On Aug. 15, at Westcham, Kent, Walter Double Boger, Esq., of Lincoln's Inn, Barrister-at-Law, to Amelia Harriet, youngest daughter of Thomas Holmes Bosworth, Esq., of Westcham.
BROWN—HAYWARD—On Aug. 17, at Brighton, Frederick Brown, Esq., J.P. for the colony of Victoria, of Beachworth, Victoria, to Elizabeth Maria, eldest daughter of F. Hayward, Esq., Solicitor, Newham Market, Suffolk.
HOYLE—THACKERAY—On Aug. 20, at St. Luke's, Holloway, Savile Richard Hoyle, of Hornsey Rise, Middlesex, and 73, Cannon-street, London, Solicitor, to Cecilia, second daughter of the late William Thackeray, Esq., of the London and County Bank.

DEATHS.

FULMAN—On Aug. 25, at 22, The Crescent, Kensington, Charlotte Ann, the wife of John Fulman, Esq., Barrister, aged 60.
WARREN—On Aug. 29, at Goring, Sussex, William Newton Warren, Esq., Barrister-at-Law, of Lincoln's Inn, second son of the late Augustus Warren, Esq., of Shere, Surrey, aged 41.

HEIRS AT LAW AND NEXT OF KIN.

(Advertised in the *London Gazette*.)

BATES, ELIZABETH, late of Cookhill, in the county of Worcester. Next of kin. Re Bates's Settlement, V. C. Hinderley, Nov. 3.
CARMAN, MARY ANN, formerly Mary Ann Forster, late of 1, 3, Brazen-street, Middlesex. Next of kin. Fyson & Co., 3, Frederick's-place, Old Jewry, Sept. 30.

ESTATE EXCHANGE REPORT.

AT THE MART.

August 21.—By Messrs. NORTON, HOUGHTON, & TAYLOR.
Long leaseholds, Syon and Coombe, Lansdowne, comprising farm houses, buildings, &c., in all 125a. 2r. 0p.—Sold for £2,500.
Long leaseholds, Wilton, Jeffreys, Burrows, Cardwen, and Buddies Farms, &c., Polyst, in all about 185a. 0r. 34p.—Sold for £3,600.
Long leasehold, the Carrolls and Puntley, 65a. 3r. 79p.—Sold for £1,100.
Long leasehold, Lancare, Polyst, comprising farm house, outbuildings, and 43a. 0r. 43p.—Sold for £510.
Long leasehold, Talley, Polyst, comprising farm house and 30a. 2r. 13p. land.—Sold for £210.
Long leasehold, West Land, Polyst, comprising small farm yard and buildings and 24a. 1r. 1p. land.—Sold for £200.

By Messrs. RUSSELL, JARVIS, & ABBOTT.

Leasehold residence, No. 15, Upper George-street, Bryanston-square.—Sold for £200.
Leasehold business premises, Nos. 62 and 63, Burlington Arcade.—Sold for £270.
Copyhold residences, Nos. 22 and 23, Durham-street, Kensington Oval.—Sold for £450.
Copyhold houses, Nos. 1 and 2, James-place, Harleyford-road.—Sold for £370.
Leasehold residence, No. 50, Hanover-street, Lupton-street, Finsbury.—Sold for £250.

By Messrs. DEBENHAM & TEWSON.

Freehold house and shop, 73, Red Lion-street, Holborn.—Sold for £975.

Leasehold residence, No. 4, Gloucester-terrace, Tottenham.—Sold for £395.

Twenty £100 shares in the Kent Water Works.—Sold at from £122 to £126 per share.

Twenty £25 quarter shares in the Kent Water Works.—Sold at £126 per share.

August 25.—By Messrs. BRADLE.

Freehold estate, East Hall, Paglesham, Essex, comprising farm residence, premises, and 26½ a. 2r. 39p. land.—Sold for £9,600.

Freehold, Lowth Hall and Hannett's Farms, Paglesham, comprising farm-house, cottage residence, outbuildings, &c., and 467½ a. 0r. 33p. land.—Sold for £9,500.

Freehold, Leigh Hall, Leigh, comprising farm residence, premises, and 92½ a. 2r. 5p. land.—Sold for £3,000.

Freehold, The Castle, Park, and Temple Wood Farms, Hadleigh, in all about 639½ a. 1r. 6p., with residence, farm-house, &c.—Sold for £15,000.

Freehold, Beifair's Farm, Leigh and Eastwood, comprising cottage residence, premises, and 12½ a. 2r. 12p. land.—Sold for £1,750.

Freehold, Wood Lands, Wakering Wood, Leigh, 25½ a. 2r. 29p.—Sold for £360.

Freehold land, opposite the Woodcutters' Arms Inn, Eastwood, 10½ a. 0r. 3p.—Sold for £420.

Freehold, two fields, Rayleigh, 6 a. 2r. 5p.—Sold for £180.

Freehold farm, Mount Bures Hall, and Josselyns, comprising residence, agricultural buildings, 6 cottages, &c., and 236½ a. 0r. 11p. land.—Sold for £10,000.

Copyhold and freehold, Elms Farm, Mount Bures, and Bures Hamlet, Essex, comprising farm-house, homestead, 3 cottages, &c., and 142½ a. 1r. 17p. land.—Sold for £7,000.

Freehold and part copyhold, Withers and Norton's Farms, Mount Bures, comprising farm house and buildings, four cottages, and 144 a. 0r. 20p.—Sold for £5,000.

The manor or reputed manor of Bures, at the Mount, with all manorial rights and privileges attached thereto.—Sold for £1,340.

The manor or lordship of Great Holland, Essex, with all rights and privileges thereto belonging.—Sold for £3,460.

Freehold, Westwick Farm, Canvey Island, Prittlewell, Essex, consisting of dwelling-house, homestead, and 112 acres land.—Sold for £2,500.

The manor or lordship of East and South Hall, Paglesham.—Sold for £200.

The manor or lordship of Leigh, otherwise Leigh Hall, Leigh.—Sold for £1,130.

The manor or lordship of Hadleigh, otherwise Hadleigh and Castrum.—Sold for £1,000.

Freehold, The Blackmore Farm, Selbourne and Greatham, Hants, containing residence, outbuildings, cottages, &c., in all, 346½ a. 0r. 27p.—Sold for £7,000.

Freehold, The Yard Farm, Selbourne, 39½ a. 2r. 31p.—Sold for £1,200.

Freehold Allotment Land, 14½ a. 3r. 15p. (Woolmer-forest).—Sold for £150.

Freehold Allotment Land, 23 perches (Woolmer-forest).—Sold for £25.

The reversion in fee to lands in Codford St. Mary, Wilts, altogether 130 a. 0r. 23p.—Sold for £1,600.

The reversion in fee to a residence, with garden and paddock, 4½ a. 2r. 5p.—Sold for £400.

The reversion in fee to message and garden.—Sold for £30.

The reversion in fee to two cottages and gardens.—Sold for £40.

Freehold, small enclosure of pasture land, 1 a. 0r. 25p., Upper Tything, Stratton St. Margaret.—Sold for £100.

AT GARRAWAY'S.

August 20.—By Messrs. FARREBROTHERS, CLARK & LYS.

Residence, 108, Gloucester-terrace, Hyde-park.—Sold for 1,800.

Leasehold residence, 109, Gloucester-terrace.—Sold for £1,500.

Freehold residence, 30, Priory-road, Clapham.—Sold for £510.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Aug. 21, 1863.

Wildes, Hy Atkinson, & Arthur Whitehead, Maidstone, Attorneys and Solicitors. July 31.

TUESDAY, Aug. 25, 1863.

Spurr, Thos., & Robt Richardson, Kingston-upon-Hull, Attorneys and Solicitors. By mutual consent. Aug. 12.

Windings-up of Joint Stock Companies.

FRIDAY, Aug. 21, 1863.

LIMITED IN CHANCERY.

General Steam Fuel Company (Limited).—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their solicitors, if any, to Frederick Whimney, 5, Serle-street, Lincoln's-inn, Official Liquidator of this company. V. C. Wood.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 21, 1863.

Armstrong, Hannah, The Grove, Gravesend. Oct. 19. Hill & Son, Throgmorton-st.

Balding, Thos., New-st, Dorset-sq, Marylebone, Gent. Oct. 20. Hughes, Bedford-st, Covent-garden.

Balguy, Frs St John, Cleveland-gardens, Hyde-park, Sugar Refiner. Oct. 21. Amory & Co, Throgmorton-st.

Brouse, Mary Ann, Berthdun, Llandinam, Montgomery, Widow. Oct. 31. Russell, Mitre-st Chambers, Temple.

Crimp, Nicholas, North Upton, Devon, Gent. Sept. 25. Orton, Kingsbridge.

Dearie, Jane Harriet, Widow, Cambridge. Sept. 29. Whitehead & French, Cambridge.

Durrant, Elizabeth, Neachley-by-Shiffnal, Salop, Widow. Sept. 30. Jones, Bilston.

Ekkrick, John, Brownlow Fold, within Halliwell, Lancaster, Esq. Oct. 1. Broadbent, Bolton-le-Moors.

Harvey, Robt Mark, York, Railway Clerk. Sept. 14. Calvert, Lendal.

Jarrett, John, Sundrish, otherwise Sundridge, Kent, Shoemaker. Nov. 16. Carnell, Sevenoaks.

Keck, Major the Hon Hy Littleton Powys, Stoughton Grange, Leicester. Nov. 30. Berridge & Morris, Leicester.

Lawson, Richd, Aldborough Manor, Scalby, York, Gent. Nov. 1. Hirst & Capes, Knaresborough.

Mackenzie, Arthur, Melbourne, Victoria, Merchant. Sept. 21. Elmale, Lombard-st.

Suckling, Alfred Wm, Birm, Attorney-at-Law. Nov. 2. Bartlett, Birm.

Thwait, Mary, Horwich, Lancaster, Widow. Oct. 1. Greenhail & Hall Bolton.

Wood, Hy, Whaley, Chester, Yeoman. Nov. 1. Holland, Rochdale.

Wright, Gervase, Derby, Clerk in Orders. Sept. 23. Gadaby, Derby.

TUESDAY, Aug. 25, 1863.

Bowen, John, Shrewbury, Painter. Oct. 21. Bloxam, Shrewbury.

D'Oiley, Mrs. Anna Maria, Bolton-pl, Chelsea, Widow. Oct. 20. Guillaume, George-st, Mansion-house.

Gillespie, Wm, jun, Lpool, Gent. Nov. 14. Hindle, Lpool.

Renshaw, Mary, Daw Bank, Stockport, Widow. Oct. 10. Shawcross, Stockport.

Sangster, Alex, St Stephen's-ter, Hereford-rd, Middx, Solicitor. Oct. 20. Sums & Crossman, King's-rd, Bedford-row.

Smith, Wm Brett, Rich-ter, Old Broad-st, Middx, Gent. Sept. 22. Richardson, Much Hadham, Herts.

Sudeley, Right Hon Thos Chas Baron, Todington, Gloucester. Nov. 20. Young & Jacksons, Essex-st, Strand.

Symonds, Saml Fleming, Lpool, Wine Merchant. Sept. 30. Whitley, Lpool.

Warburton, Saml, Leeds, Manufacturing Chemist. Oct. 20. Upton & Yewdall, Leeds.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 21, 1863.

Johnson, Hy, Lpool, Confectioner. Oct. 23. Johnson v. Johnson, M.R. Thackrah, Geo, Feltham, Middx, Esq. Nov. 5. Ho Thackrah, V. C. Stuart.

Waugh, John, Douglas, Isle of Man, Gent. Nov. 3. Waugh v. Waugh, V. C. Wood.

TUESDAY, Aug. 25, 1863.

Smarts, Harriet, Horaham, Widow. Nov. 7. Sendall v. Hammond, V. C. Kindersley.

Assignments for Benefit of Creditors.

FRIDAY, Aug. 21, 1863.

Pool, David, Elland, York, Woollen Manufacturer. July 30. Chadwick, Dewsbury.

Restarick, Wm, Axminster, Devon, Draper. July 27. Donmett & Canning, Chard.

TUESDAY, Aug. 25, 1863.

Ford, Hugh Harris, Wadling-st, London, Warehouseman. July 27. Linklater & Hackwood, Walbrook.

Forster, Jas, Bolton-felland, Cumberland, Innkeeper. July 23. Carrick & Lee, Bampton.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Aug. 21, 1863.

Atkinson, Cornelius, Sheffield, Currier. July 23. Comp. Reg Aug 20. Baker, Jas, Macclesfield, Chester, Silk Manufacturer. July 23. Comp. Reg Aug 19.

Brown, Wm, Fortismouth, Victualler. Aug. 18. Asst. Reg Aug 20. Caplen, Chas, Braintree, Essex, Draper. July 29. Asst. Reg Aug 20.

Christian, Wm, Lpool, Tailor, Aug. 14. Comp. Reg Aug 19. Clough, Hy, Church, Blackburn, Plumber. Aug. 8. Asst. Reg Aug 18.

Callen, John, Birkenhead, Builder. July 27. Asst. Reg Aug 21. Dyson, Wm Hy, Northampton, Grocer. July 27. Conv. Reg Aug 19.

Evans, John Evan, Bury, Grocer. Aug. 4. Comp. Reg Aug 18. Frimby, Augustus Fars Riech, Guildersford, Streatham, Surrey, Bristol Merchant's Clerk. Aug. 16. Comp. Reg Aug 20.

Harding, Thos, High-st, Peckham, Brush Manufacturer. July 21. Conv. Reg Aug 18. Harrison, Joseph, John-st, Fitzroy-sq, Pianoforte Maker. July 28. Comp. Reg Aug 19.

Hawkes, Geo, Winchcomb, Gloucester, Wheelwright. July 21. Asst. Reg Aug 18. Hooton, Luke Foster, Lpool, Victualler. Aug. 5. Conv. Reg Aug 20.

Hunt, Raymond, Eydun, Northampton, Innkeeper. July 30. Conv. Reg Aug 18. Jackson, Chas, Dukinfield, Chester, Builder. Aug. 15. Comp. Reg Aug 21.

Jaques, Robt, Doncaster, Cordwainer. July 24. Asst. Reg Aug 19. Jefferys, Geo, Halifax, Wood Turner. July 24. Conv. Reg Aug 19.

Kirchboeder, Emil, Barnett-st, Columbia-sq, Hackney-rd, Boot Manufacturer. July 25. Asst. Reg Aug 19. Loomes, Edwd (otherwise Edwd Loomes Wells), Whittlesey, Farmer. July 23. Asst. Reg Aug 19.

McVittie, John, Blackburn, Draper. July 31. Asst. Reg Aug 21. Millard, John, Bath, Painter. July 23. Conv. Reg Aug 19.

Moore, Jas, Southsea, Auctioneer. Aug. 7. Asst. Reg Aug 18. Restarick, Wm, Axminster, Draper. July 27. Asst. Reg Aug 19.

Richards, Eliza, Crystal Palace Bazaar, Oxford-st, Dealer in Fancy Goods. Aug. 3. Asst. Reg Aug 21. Rose, John, jun, Coddenden, Suffolk, Miller. July 30. Conv. Reg Aug 20.

Simons, Thos, Bath-st, 86 Luke's, Middx, Oil and Colourman. Aug. 7. Comp. Reg Aug 21. Thomas, Griffith, Chichester-villas, Kilburn, Surveyor. Aug. 18. Conv. Reg Aug 20.

Treasure, Hy, Jas, Bath, Builder. July 24. Conv. Reg Aug 19. Worthington, Joseph Russell, Leicester, Architect. Aug. 3. Comp. Reg Aug 20.

TUESDAY, Aug. 25, 1863.

Anderson, Jas Turner, Sherborne-lane, London, Rack Maker. July 31. Asst. Reg Aug 22.

Arnold, Isaac, Funchild, Isle of Wight, Builder. Aug. 20. Asst. Reg Aug 24.

Ashcroft, John, Ashton-in-the-Willows, nr Wigan, Builder. July 29. Comp. Reg Aug 24.

Ashworth, Emanuel, Barcup, Lancaster, Stone Mason. July 30. Conv. Reg Aug 22.
Babbage, Edwin John, Exeter, Bookseller. July 29. Asst. Reg Aug 24.
Bishop, Wm, Birm, Upholsterer. Aug 6. Asst. Reg Aug 24.
Bull, Hy Bond, and John Easner Wood, Quebec-street, Marylebone, Bookellers. Aug 6. Comp. Reg Aug 24.
Bumby, Thos, Manchester, Aug 13. Asst. Reg Aug 24.
Chew, John, Blackburn, Corn Miller. Aug 6. Asst. Reg Aug 24.
Cock, Eliza, Ashton-under-Lyme, Widow. Aug 19. Comp. Reg Aug 24.
Collins, Judah, Guildford-street, Russell-square, Surgeon. Aug 18. Comp. Reg Aug 24.
Curtis, John, Leamington Priory, Chemist. Aug 10. Conv. Reg Aug 22.
Dewes, Thos, Coventry, Attorney and Solicitor. July 29. Conv. Reg Aug 24.
Finch, John, Wotsa, Printer. Aug 19. Asst. Reg Aug 24.
Ford, Hugh Harris, Watling-street, Warehouseman. July 27. Asst. Reg Aug 24.
Green, Jessie, North Walsham, Norfolk, Milliner. July 29. Asst. Reg Aug 24.
Hodge, John, Blackpool, Lancaster, Cigar Dealer. Aug 9. Conv. Reg Aug 24.
Horrox, Adam, Bury, Lancaster, Cabinet Maker. July 29. Conv. Reg Aug 24.
Littler, Mary Ann, Merton Abbey, Surrey, Widow, Silk Printer. Aug 11. Comp. Reg Aug 24.
Marshall, Geo, Cheltenham, Music Master. Aug 11. Asst. Reg Aug 24.
McDonald, Jas, and Frederick Anderson, Birmingham, Factors. July 27. Asst. Reg Aug 24.
McLeod, Thos, Chorley, Lancaster, Plumber and Glazier. July 29. Asst. Reg Aug 24.
Perf, David, Aylsham, Norfolk, Plumber and Glazier. July 27. Asst. Reg Aug 24.
Phillips, Wm, Billingham, Sussex, Grocer. July 29. Conv. Reg Aug 22.
Ramden, Thos, Oakes, and Samuel Gregson Fell, Great Winchester-street, Merchants. Aug 18. Asst. Reg Aug 24.
Sercombe, Rupert Clampt, St. Leonard, Devon, Corn Merchant. Aug 13. Conv. Reg Aug 24.
Siddons, John, Leicester, Printer. Aug 8. Asst. Reg Aug 22.
Terry, Jos, Dunsbury, Corn Miller. July 23. Asst. Reg Aug 22.
Terry, Wm, Ashton-under-Lyme, Grocer. Aug 6. Asst. Reg Aug 22.
Thorley, Geo, Macclesfield, Silk Throwster. Aug 5. Conv. Reg Aug 24.
Turnbull, John, Tow Law, Durham, Grocer. Aug 18. Asst. Reg Aug 24.

Bankrupts.

To Surrender in London.

FRIDAY, Aug. 21, 1863.

Chandler, Kenein, jun, Blechnymen-ter, Lancaster-rd, Notting-hill, Builder. Pet Aug 19. Sept 8 at 9. Orchard, John-st, Bedford-row.
Du Blaisel, Ernest Michel, Gloucester-crescent, Regent's-park, Commission Agent. Pet Aug 19 (for pa). Sept 2 at 1. Aldridge.
Dungey, Wm, Seymour-pl, West Brompton, Carpenter. Pet Aug 19. Sept 1 at 2. Doughty, Devonshire-st, Great Portland-st.
Engliah, Alf, Shoreham, Sussex, Sail Maker. Pet Aug 8. Sept 8 at 12. Kent, Cannon-st West.
George, Wm, Trinity-st, Liverpool-rd, Islington, out of employ. Pet Aug 18 (for pa). Sept 8 at 1. Aldridge.
Gillard, Wm, jun, Regent-sq, Oxford-st, Artist. Pet Aug 17. Sept 8 at 11. Doble, Great James-st.
Goode, Saml, New-st, Turk-st, Bethnal-green, Willow and Manilla Square Manufacturer. Pet Aug 17. Sept 8 at 11. Hartley, Bucklersbury.
Graves, Kate, Brook-st, Hanover-sq, Widow. Ad Aug 3. Sept 9 at 11. Walker & Martineau, King's-rd, Gray's-inn.
Hall, Edw, Duke-st, Grosvenor-sq, Beer Retailer. Pet Aug 18. Sept 2 at 1. Barrett, Bell's-yard, Doctors'-commons.
Inman, Wm, Hamood-st, Camden Town, out of business. Pet Aug 18 (for pa). Sept 8 at 1. Aldridge.
Jay, Geo, St Giles, Norwich, out of business. Pet Aug 17. Sept 8 at 12. Doyle, Verulam-building, Gray's-inn.
Jerdin, Michael, Stafford-st, Bond-st, Gmt. Pet Aug 15. Sept 2 at 1. Gray & Mounsey, Staple-inn.
Jones, Thos, Hooper-st, Westminster-rd, Manager to a Dealership Keeper. Pet Aug 15. Sept 2 at 1. Bassett, Mark-lane.
Makings, Wm, Lees-mews, Park-st, Grosvenor-sq, Farrier. Pet Aug 17. Sept 8 at 11. Kimber & Ellis, Lancaster-pl, Strand.
Martin, Jesse, John-st, London-fields, Hackney, Cabinet Maker. Pet Aug 17. Sept 8 at 1. Treherne & Wolferstan, Gresham-st.
Miles, Hy Wm, King-st, Hammer-smith, Greengrocer. Pet Aug 18 (for pa). Sept 8 at 1. Aldridge.
Nebour, Rosina, Brighton, Professor of Music. Pet Aug 17. Sept 8 at 12. Nichols & Clark, Cook's-c, Lincoln's-inn.
Olyphant, Hy Wm, Torrington-sq, Midx, out of business. Pet Aug 18. Sept 8 at 1. Wells, Moorgate-st.
Phillips, Geo, Cottage, Dudley-mews, Dudley-grove, Paddington-green, Foreman in the London General Omnibus Company, Limited. Pet Aug 18. Sept 8 at 1. Philips, Coleman-st.
Rose, Chas Harry, Museum-st, Bloomsbury, Clerk. Pet Aug 17. Sept 8 at 11. Harrison & Lewis, Old Ferry.
Sanders, Wm Allick, Old Bailey, Baker. Pet Aug 17. Sept 8 at 12. Hare, Basinghall-st.
Thomas, Rehd, Southwark-bridge-rd, Southwark, Assistant to a Grocer. Pet Aug 18. Sept 8 at 1. Treherne & Wolferstan, Gresham-st.
Tuckfield, Joseph, Great Sutton-st, Midx, Watch Manufacturer. Pet Aug 17. Sept 8 at 23. Linklaters & Newwood, Walbrook.
Watkins, Alf Wm Sidney, Linton-st, New North-rd, Islington, Commercial Clerk. Pet Aug 17. Sept 8 at 11. Marshall & Son, Hatton-garden.
White, Geo Wm, King's-rd, Chelsea, Boot Manufacturer. Pet Aug 18. Sept 8 at 12. Hibbs, Park-cottage, Park-villas East, Regent's-park.
Wright, Chas, Sep-st, Bishopsgate-st, Beer Retailer. Pet Aug 18. Sept 8 at 11. Mardon, Newgate-st.

To Surrender in the Country.

Aspey, Geo, Chester, Painter and Decorator. Pet Aug 15. Chester, Sept 1 at 9. Cartwright, Chester.
Boswell, Alf Platoff Hatton, Everton, Drysalter. Ad Aug 17. Lpool, Sept 3 at 11.
Bradley, John, Hulme, nr March, Tailor, Pet Aug 19. Ralford, Sept 5 at 9.30. Foster, March.

Bull, Wm Edw, St Helen's, Isle of Wight, Baker. Pet Aug 17. Newport, Sept 3 at 11. Joyce, Newport.
Chambers, James, Broom, Bedford, Ginger Beer Manufacturer. Ad Aug 13. Bighams-ward, Sept 2 at 3. Conquest & Stinson, Bedford.
Cooks, Geo, Carlton-to-Morland, Lincoln, Baker. Pet Aug 11. Newark, Aug 29 at 11. Brown & Son, Lincoln.
Cousland, Thos, Lincoln, Farmer. Pet Aug 17. Lincoln, Sept 2 at 11. Tynbee, Lincoln.
Dare, Lawrence, Bridgewater, Somerset, Stonemason. Pet Aug 18. Exeter, Sept 4 at 11. Camlake & Barham, Bridgewater, and Hirtzel, Exeter.
Finckenstadt, Edw, Southampton, Sugar Refiner. Pet Aug 17. Southampton, Sept 9 at 13. Mackay, Southampton.
Giddy, Thos Rees, Newport, Monmouth, Innkeeper. Pet Aug 19. Bristol, Sept 4 at 11. Cathcart, Newport.
Goodwin, Wm, Belper, Framework Knitter. Pet Aug 18. Belper, Sept 3 at 12. Walker, Belper.
Greenhalgh, Elias, Lpool, Dealer in Oils. Ad Aug 17. Lpool, Sept 2. Griffiths, Wm, Fishguard, Pembroke, Saddler. Pet Aug 14. Narberth-west, Sept 12 at 13. Parry, Pembroke Dock.
Hall, Wm, Kidderminster, Gardener. Pet Aug 15. Kidderminster, Sept 16 at 10. Sandnes, Kidderminster.
Hayes, Geo, Little Leaver, Lancaster, Manufacturer. Pet Aug 12. March, Aug 31 at 11. Richardson, March.
Hocking, Honor, Penzance, Cornwall, Widow. Pet Aug 17. Exeter, Sept 9 at 11. Roscorla & Davies, Penzance, and Clarke, Exeter.
Jeffries, Jas, Stone, Stafford, Journeyman Joiner. Pet Aug 18. Stone, Sept 3 at 11.20. Litchfield, Newcastle-under-Lyme.
Jones, Thos, Llyngar, Llanasa, Flint, Brewer. Ad Aug 18. Lpool, Sept 3 at 15.
Laroche, Gabrielle, Bath, Milliner. Pet Aug 17. Bristol, Sept 4 at 11. Wilton, Bath.
Lottings, Isaac, Sunderland, Shipbroker. Pet Aug 17. Sunderland, Sept 1 at 13. Graham, Sunderland.
Mollari, Thos, Fenton, Stoke-upon-Trent, Coal Dealer. Ad Aug 19. Stoke-upon-Trent, Sept 5 at 11. Litchfield, Newcastle-under-Lyme.
Murdock, Alexander, Newcastle-upon-Tyne, Hatter. Pet Aug 18. Newcastle-upon-Tyne, Sept 4 at 12. Scafe & Britton, Newcastle-upon-Tyne.
North, Wm, Torquay, Curr Dealer. Pet Aug 17. Exeter, Sept 9 at 12. Huggins, Exeter.
Nowell, John Wotina, Brixham, Devon, Shipowner. Pet Aug 17. Exeter, Sept 9 at 11. Taylor, Brixham, and Fiond, Exeter.
Pearson, Benj Grimshaw, Lpool, Dealer in Plaster of Paris. Ad Aug 17. Lpool, Sept 2 at 11.
Pickles, Robt, Habergham Eaves, nr Burnley, Grocer. Pet Aug 17. Burnley, Sept 7 at 3. Backhouse & Whittam, Burnley.
Power, Wm, Pendeford, Stafford, Gamekeeper. Pet. Wolverhampton, Sept 28 at 12. Thurston, Wolverhampton.
Rawlings, Hy David, Falmouth, Cornwall, Grocer. Pet Aug 18. Exeter, Sept 9 at 1. Moorman, Falmouth, and Hirtzel, Exeter.
Robinson, Thos, Bishop's Cleeve, Gloucester, Butcher. Ad Aug 11. Winchcomb, Sept 4 at 10.
Rowe, Thos, Lpool, Corn Dealer. Ad Aug 17. Lpool, Sept 2 at 11.
Rule, Wm, Worlington, Cumberland, Builder. Pet Aug 17. Cockermouth, Oct 5 at 3. Moorliff, Cockermouth.
Ryder, Wm Hy, Leicester, Grocer. Pet Aug 15. Leicester, Sept 8 at 10.20. Petty, Leicester.
Smith, Paul Fowman, Huntingdon, York, Agricultural Labourer. Pet Aug 19. York, Sept 7 at 11. Gill & Smith, York.
Smith, David, Middleborough, York, Joiner. Pet Aug 19. Bickton-on-Tees, Aug 31 at 11. Simpson, Yarm and Middleborough.
Stones, Wm, jun, Leominster, Hereford, out of business. Pet Aug 20. Birm, Sept 4 at 12. Clarke, Birm.
Stroud, Rehd, Northam, Southampton, Milkman. Pet Aug 18. Southampton, Sept 9 at 12. Mackay, Southampton.
Theaker, Jas, Morley, York, Old Dealer. Pet Aug 14. Doncaster, Sept 18 at 2. Ibberson, Doncaster.
Thomas, John, Swansea, Tallor. Reg Aug 17. Swansea, Sept 9 at 13. Morris, Swansea.
Thompson, Rehd, Bilsen, Stafford, Butcher. Pet. Wolverhampton, Sept 28 at 12. Thurston, Wolverhampton.
Thurston, Hy, Walsall, Commission Agent. Pet. Walsall, Sept 1 at 10. Dugman & Lewis, Walsall.
Unsworth, Joseph, Froswick, nr March, Butcher. Ad July 15. March, Sept 8 at 11. Gardner, March.
Walker, Wm Hopwood, Leeds, Millster. Pet Aug 18. Leeds, Sept 7 at 11.10. Simpson, Leeds.
Watson, Jonathan, Barnley, Innkeeper. Ad Aug 14. Leeds, Sept 7 at 11.
Williams, John, Colwyn, Llandrillo-y-n-llan, Carmarvon, Cordwainer. Pet Aug 10. Conway, Aug 24 at 11. Foulkes, Bangor.
Wingspar, Chas, California, Hartlepool, Shipbroker. Pet Aug 14. Hartlepool, Sept 5 at 11. Brignal, Durham.
Wood, Alf, Brighouse, nr Halifax, Pig Jobber. Ad Aug 14. Halifax, Sept 18 at 10. Haigh, Huddersfield.
Wright, Chas, Lincoln, Attorney's Clerk. Pet Aug 17. Lincoln, Sept 1 at 11. Hebb.

TUESDAY, August 25, 1863.

To Surrender in London.

Bann, Wm, Duke-st, Lincoln's-inn-fields, out of employ. Pet Aug 31. Sept 7 at 12. Holt & Mason, Quality-st.
Clark, Hy, Salisbury-st, Strand, D.M. Pet Aug 20. Sept 8 at 2. Lawrence & Co, Old Jewry-chambers.
Cooks, Joseph Percy, Grosvenor-c, Oakley-sq, Attorney-at-Law. Pet Aug 20. Sept 7 at 11. Harrison & Lewis, Old Jewry.
Conroy, Hy, Tutenham-c-rd, East Holme. Pet Aug 22. Sept 7 at 1. Braddon, Dancer-inn.
Crummack, Thos, Elm-lane, London, Wholesale Distiller. Pet Aug 20. Sept 7 at 11. Lewis & Lewis, Ely-pl.
Deal, Abraham, Edward-st, Deptford, Baker. Ad Aug 17. Sept 8 at 3. Aldridge.
Dunn, Edwin Hardman, Abbey Gardens, St Marylebone, Mariner. Pet Aug 20 (for pa). Sept 3 at 12. Aldridge.
Fairy, Edw, Ball-st, Fiddington, Coal Merchant. Pet Aug 20. Sept 7 at 11. Godfrey, Gray's-inn.
Farvane, Joseph, Anthony-st, St George's-in-the-East, Vintner. Pet Aug 21. Sept 7 at 12. King, Queen-st, Cheapside.

Fear, Ellen Martha, Spinster, Old-st-rd, Mddix, Veneer Seller. Pet Aug 20. Sept 8 at 2. Linlithers & Hackwood, Walbrook.
 Feldwick, Geo, St Martin's-st, Leicester-sq, Coffee House Keeper. Pet Aug 20. Sept 8 at 2. Venn, New-inn.
 Forbes, Andrew, Totton, Southampton, Stationer. Pet Aug 22. Sept 7 at 1. Lawrence & Co, Old Jewry-chambers.
 Forster, Robt, Sussex-st, Fimlico, out of business. Pet Aug 23 (for pau). Sept 7 at 1. Aldridge.
 Huggan, Thos, Dublin, Engineer. Adj Aug 17. Sept 8 at 2. Aldridge.
 Kerrison, Geo, Timber-hill, Norwich, Grocer. Pet Aug 20. Sept 7 at 11. Doyle, Verulam-buildings, and Sadd, Norwich.
 Young, Stockbridge, Hants, Trainer of Race Horses. Pet Aug 21. Sept 7 at 12. Jones, New-inn, agent for Paffard, Portsea.
 Maidment, Elijah, Albany-rd, Camberwell, Baker. Pet Aug 21. Sept 7 at 12. Goren, South Molton-st.
 Martin, Jas Patrick, Washington-pl, Peckham, Clerk to a Benevolent Society. Pet Aug 21. Sept 7 at 12. Hare, Rasinghall-st.
 O'Brien, John, Cecil-st, Strand, no occupation. Adj Aug 17. Sept 8 at 2. Aldridge.
 Orton, John, Chelmsford, Butcher. Pet Aug 20. Sept 7 at 11. Trehern & White, Bucklersbury, agents for Meggy, Chelmsford.
 Pouché, Geo John, Old Broad-st, London, Commission Agent. Pet Aug 22 (for pau). Sept 7 at 1. Aldridge.
 Proctor, John Willard, Borough-market, Southwark, Fruit Salesman. Pet Aug 20. Sept 7 at 11. Silvester, Great Dover-st.
 Rosmiller, Joseph Cartwright, Moorgate-st, Merchant. Pet Aug 20. Sept 8 at 11. Ashurst & Co, Old Jewry.
 Sharp, Nehemiah, Ninham Farm, Binstead, nr Ryde, out of business. Pet Aug 21. Sept 7 at 12. Jones, New-inn, agent for Paffard, Portsea.
 Shaw, Saml, Tonbridge, Coal Merchant. Pet Aug 12. Sept 7 at 1. Sandys & Knott, Gray's-inn-sq, agents for Hayward, Rochester.
 Stride, Sarah Ellis, & Francis Clarke, Conduit-st, Mddix, Outfitters. Pet Aug 12. Sept 8 at 11. Lawrence & Co, Broad-st.
 Swinnell, Alf, Foxonby-ter, Fimlico, Commission Agent. Pet Aug 21 (for pau). Sept 7 at 1. Aldridge.
 Taylor, Frederic, Egerton-rd, Greenwich, Bill Broker. Adj Aug 17. Sept 8 at 2. Aldridge.
 Weeks, Wm, Foot's Cray, Kent, Ostler. Pet Aug 22. Sept 7 at 2. Langton, Walbrook.

To Surrender in the Country.

Anderson, John, Gateshead, out of business. Pet Aug 20. Gateshead, Sept 10 at 12. Joel, Newcastle-upon-Tyne.
 Atkinson, John, Mison, Lincoln, out of business. Pet July 24. Leeds, Sept 7 at 11.15. Cartwright & Son, Bawtry, and Blackburn, Leeds.
 Bailey, Chas, Leicester, Fishmonger. Pet Aug 19 (for pau). Leicester, Sept 5 at 10. Harby, Leicester.
 Blackmore, Thos, Aller, nr Langport, Somerset, Shoemaker. Pet Aug 14. Langport, Sept 1 at 2. Reed, Bridgwater.
 Borrill, Rehd, Kingston-upon-Hull, Fruiterer. Pet Aug 12. Hull, Sept 2 at 10.30. Reed, Hull.
 Bowen, Wm Derry, Bramford, Worcester, Brewer's Assistant. Pet Aug 21. Birm, Sept 7 at 12. James & Co, Birm.
 Chandler, Wm, Newcastle-upon-Tyne, Merchant Tailor. Pet Aug 19. Sept 4 at 12. Joel, Newcastle-upon-Tyne.
 Cheate, Jas Hill, Birm, Brush Manufacturer. Pet Aug 19. Birm, Sept 28 at 10. Powell & Son, Birm.
 Clough, John, Salford, Drorver. Pet Aug 10 (for pau). Lancaster, Sept 11 at 11. Gardner, Manch.
 Cooke, Edw, Redditch, Worcester, Needle Manufacturer. Pet Aug 21. Birm, Sept 4 at 12. Wright, Birm.
 Cumber, Jas, Falgton, Devon, Carpenter. Pet Aug 19. Totnes, Sept 5 at 12. Carter, Torquay.
 Copland, Thos, Greenside, nr Blaydon, Durham, Commission Agent. Pet Aug 17 (for pau). Durham, Sept 19 at 12. Thompson & Lisle, Durham.
 Cowper, Wm Thexon, Lower Broughton, nr Manch, Builder. Pet Aug 21. Salford, Sept 5 at 9.30. Cobbett & Wheeler, Manch.
 Cromley, Wm, Bradford, Commission Agent. Pet Aug 21. Bradford, Sept 10 at 10.30. Green, Bradford.
 Darlington, Wm, Monks Copenhall, Chester, Grocer. Pet July 25. Nantwich, Aug 27 at 10. Edleston, Nantwich.
 Dawson, Jas, Aldershot, Hants, Mess Cook. Pet Aug 13. Farnham, Sept 8 at 12.
 Drayton, Frank Chas, Ryde, Isle of Wight, Painter. Pet Aug 16 (for pau). Winchester, Sept 5 at 11.
 Elliott, Richd Swatland, Southborough, Tonbridge, Tobacconist. Pet Aug 21. Tonbridge Wells, Sept 7 at 1. Arnold, Tonbridge Wells.
 Firth, Abraham, Cuckheaton, York, Cabinet Maker. Adj Aug 14. Bradford, Sept 10 at 10.30. Haigh, Huddersfield.
 Gabb, Wm, Birm, Commission Agent. Pet Aug 22. Birm, Sept 7 at 12. Knight & Griffin, Birm.
 Giddy, Thos Reed, Newport, Monmouth, Innkeeper. Pet Aug 19. Bristol, Sept 4 at 11. Cathery, Newport.
 Gledhill, Abraham, Sheffield, Cutler. Adj Aug 14. Sheffield, Sept 5 at 10. Good, Jas, Newcastle-upon-Tyne, Plasterer. Pet Aug 19. Newcastle-upon-Tyne, Sept 23 at 12. Bush, Newcastle-upon-Tyne.
 Halliday, Geo Hy, Lord-st, Cuckham, Manch, Artificial Florist. Pet Aug 20. Manch, Sept 7 at 11. Leigh, Manch.
 Halliwell, Jas, Tongue-lane, nr Manch, Weaver. Pet Aug 10 (for pau). Lancaster, Sept 11 at 11. Gardner, Manch.
 Halliwell, Joseph, Manchester Old-rd, nr Manch. Pet Aug 10 (for pau). Lancaster, Sept 11 at 11. Gardner, Manch.
 Hammond, Joseph Walter, Hove, Sussex, Builder. Pet Aug 20. Brighton, Sept 16 at 11. Goodman, Brighton.
 Higgs, Joseph, Tipton, Miner. Pet Aug 18. Dudley, Sept 3 at 11. Maltby, Dudley.
 Hornsby, Geo, Gateshead, Commission Agent. Pet Aug 22. Gateshead, Sept 10 at 12. Scelfe & Britton, Newcastle-upon-Tyne.
 Hughes, Geo Griffiths, Everton, Lpool, out of business. Pet Aug 12 (for pau). Lancaster, Sept 11 at 11. Gardner, Manch.
 Hunter, Wm, Preston, Coal Dealer. Pet Aug 20. Preston, Sept 10 at 10. Edleston, Farnham.
 John, Rehd, Travemünde, Penbroke, Farmer. Pet Aug 20. Narberth, Sept 16 at 11. Lancelle, Narberth.
 Law, Jas Walker, Hale, Chester, Plumber and Glazier. Pet Aug 11. Altrincham, Sept 4 at 12. Gardner, Manch.
 Leaver, Wm Hy, Redditch, Worcester. Pet Aug 17. Redditch, Sept 7 at 11. Wellford, Birm.

James, Lunn, Froyle, Hants, Shopkeeper. Pet Aug 13. Alton, Sept 10 at 1. White, Guildford.
 Maddocks, Wm, South Trammere, Boerseller. Pet Aug 22. Lpool, Sept 7 at 11. Hinde, Lpool.
 Mitchell, Benj, & Jas Mitchell, Leeds, Commission Agents. Pet Aug 21. Leeds, Sept 7 at 10.15. North & Son, Leeds.
 Moore, Jas, Okehampton, Devon, Grocer. Pet Aug 24. Exeter, Sept 7 at 11. Fryer, Exeter.
 Morgans, Morgan, Tynlidiart, Cardigan, Grocer. Pet Aug 7. Aberystwith, Sept 11 at 10. Rowe, Aberystwith.
 Naylor, Jas, Carlisle, Shoemaker. Pet Aug 20. Carlisle, Sept 10 at 1. Donald, Carlisle.
 Newton, John, Scarborough, Butcher. Adj Aug 14. Leeds, Sept 7 at 11.15.
 Ord, Geo Miller, Bishop Auckland, Emigration Agent. Pet Aug 20. Bishop Auckland, Sept 10 at 10. Froad, Bishop Auckland.
 Organ, Chas Hy, Sittingbourne, Eating-house Keeper. Pet Aug 22. Sittingbourne, Sept 5 at 11. Morgan, Maidstone.
 Palmer, Robt, Jun, Stokeley, York, Attorney-at-Law. Adj Aug 14. Stokesley, Sept 3 at 12. Mason, York.
 Paisson, Geo, Lew Elwick, Newcastle-upon-Tyne, Builder. Pet Aug 18. Newcastle, Sept 23 at 12. Joel, Newcastle-upon-Tyne.
 Pepper, John, Wakefield, Provision Dealer. Pet Aug 20. Wakefield, Sept 22 at 12. Barratt, Wakefield.
 Richards, David, Maestrag, nr Bridgend, Innkeeper. Pet Aug 19. Bridgend, Sept 5 at 11. Stockwood, Bridgend.
 Richardson, Thos, Wavertree, nr Liverpool, out of business. Pet Aug 16 (for pau). Lancaster, Sept 11 at 11. Gardner, Manchester.
 Skelington, Edw, Carnforth, nr Lancaster, Butcher. Pet Aug 10 (for pau). Lancaster, Sept 11 at 11. Gardner, Manchester.
 Smith, Thos, Keighley, York, Head and Heald Maker. Pet Aug 17. Keighley, Sept 10 at 3. Harle, Leeds.
 Tudor, Edw Chas Buchanan, Shifnal, Salop, Plumber. Pet Aug 21. Madeley, Sept 12 at 12. Walker, Wellington.
 Wakefield, Wm, Gloucester, Grocer. Pet Aug 21. Bristol, Sept 4 at 11. Wilkes, Gloucester.
 Ward, Hannah, Tunstall, Innkeeper. Pet Aug 21. Woodbridge, Sept 10 at 3. Folland, Ipswich.
 Westcott, Jas, Kingston-upon-Hull, Smack Owner. Adj Aug 12. Kingston-upon-Hull, Sept 1 at 11. Reed, Hull.
 Wilkinson, Wm, Salford, Printer. Pet Aug 20. Manchester, Sept 8 at 11. Mann, Manchester.
 Woodgates, Jas, Birmingham, Journeyman Coffee Mill Maker. Pet Aug 19. Birmingham, Sept 28 at 10. King, Birmingham.
 Worth, Fras Burton, Rothwell, York, out of business. Pet Aug 19. Leeds, Sept 25 at 12. Turner, Rothwell.

BANKRUPTCY ANNULLED.

TUESDAY, Aug. 23, 1863.

Ahmety, Christopher Rigby, Regent-st, Mddix. July 21.
 Hollis, Wm Jas, West Cowes, Baker. Aug 14.
 Lewis, John, Toxteth-park, Lpool, Butcher. Aug 12

By TENNISON EDWARDS, Esq., Barrister-at-Law.

NOTANDA, No. 4, published this day, contains 219

Notes of Decisions in the Superior Courts of Law and Equity, making, with the previous numbers, 804 Notes, arranged in a manner the most easy for reference, and giving the precise point decided in every case of any novelty or utility, reported during the current year. The alteration of the Statute Law, by Statute, is introduced for the first time in this number, and is given in the original or true sense.

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